

PENN HILLS COUNCIL  
May 20, 2024  
7:00PM

1. Pledge of Allegiance
2. Roll Call
3. Approval of Minutes
  - March 18, 2024 Council Meeting
4. Ratification of Expenditures

Approval of Warrants –

Journal Vouchers	0	\$
CD Requisitions	7	\$ 152,920.75
Checks	58253-58416	\$2,306,951.16
Total		\$2,459,871.91

5. **PUBLIC COMMENT ON NON-AGENDA ITEMS**

- a) Greg Swatchick
- b) Tracey Holst
- c) Bill Moutz

6. **APPOINTMENT AND RESOLUTIONS**

a) Appoint Dodie Smith to the Wilksburg Penn Joint Water Authority Board effective May 21, 2024 (Replacing John Vento)

b) Resolution 2024-13, Approving a Minor Budget Amendment to the Community Development Block Grant Program for Fiscal Years 2021, 2022 and 2023

c) Resolution 2024-14, Approving a Contract to Remodel Smart, LLC for the William McKinley Center Uniform Federal Accessibility Standards Bathroom Improvements Contracts No. 1 and No. 4 in the Amount of \$85,000

d) Resolution 2024-15, Awarding a Contract to DRS Electrical Services, LLC for the William McKinley Center Uniform Federal Accessibility Standards Bathroom Improvements Contracts No. 2 in the Amount of \$10,200

- e) Resolution 2024-16, Awarding a Contract to Reno Bros. Inc. for the William McKinley Center Uniform Federal Accessibility Standards Bathroom Improvements Contract No. 3 in the Amount of \$21,989
- f) Ratify Resolution 2024-17, Awarding a Contract to Shields Asphalt, Inc. for the 2024 CDBG Street Reconstruction Program in the Amount of \$348,665
- g) Resolution 2024-18, Awarding Conditional Use Approval to Dino Folino of FJIC Green, LLC. for the Construction of a Public Recreational Facility to be Located on Hunter Road in the Vicinity of Colorado Street
- h) Ratify Resolution 2024-19, Awarding the 2024 Sewer Repair Contracts A and B to Soli Construction in the Amount of \$222,745 and to Jet Jack. Inc. in the Amount of \$427,435
- i) Ratify Resolution 2024-20, Awarding the 2024 Penn Hills Multi-Modal Road Program Phase 2, Cycle 3 Base Bid and Alternates to Tresco Paving Corporation in the Total Contract Amount of \$1,257,428
- j) Resolution 2024-21, Approving a Minor Budget Amendment to the Community Development Block Grant Budget for Fiscal Years 2021, 2022, and 2023
- k) Resolution 2024-22, Authorizing the Submittal of a Greenways, Trails, and Recreation Program (GTRP) Grant of \$202,338 from the Commonwealth Financing Authority for Verona, Oakmont, Penn Hills, Plum (VOPP) Trail Connector Milltown Railroad Bridge Restoration
- l) Resolution 2024-23, Approving the Acquisition and Subsequent Disposition of Vacant Property Located at 1119 North Avenue 445-E-30 in Accordance with the Allegheny County Vacant Property Recovery Program and Providing Assurance that Acquisition is Consistent with the Penn Hills Comprehensive Plan
- m) Resolution 2024-24, Approving the Community Development Block Grant Program Budget, Action Plan, and the Home Program for FY 2024
- n) Resolution 2024-25, Authorizing the Municipal Manager to Sign a Reimbursement Agreement with PennDOT for ADA Ramps on Two Local Roads, and Reimburse PennDOT in the Estimated Amount of \$46,607

7. **COUNCIL COMMENTS**

8. **ADJOURNMENT**

Visit Penn Hills TV On Youtube for Video Broadcasts of Council Meetings

Monday, June 10, 2024 at 7PM – Council Non-Voting Meeting

Monday, June 17, 2024 at 7PM – Council Voting Meeting

Hard Copies of Council Agendas are Available for Public Viewing at Penn Hills Library

# PENN HILLS COUNCIL MINUTES

March 18, 2024

7:00PM

1. Pledge of Allegiance

The mayor led the Pledge of Allegiance. A moment of silence was held in memory of James Getsy.

2. Roll Call

Roll was called. Mayor Calabrese, Deputy Mayor Sapp, Councilor Fascio, Councilman Kerestus and Councilman Waldron were present.

3. Approval of Minutes

The mayor called for a motion to approve the February 26, 2024 Council Meeting Minutes. Councilman Kerestus made the motion. Deputy Mayor Sapp seconded the motion. Roll was called. The minutes were approved unanimously.

4. Ratification of Expenditures

The mayor called for a motion to approve the expenditures. Councilor Fascio made the motion. Councilman Waldron seconded the motion. The mayor called for public comment. Greg Swatchick 648 Gramac Lane made a comment. The mayor called for council comment. Roll was called. The expenditures were approved unanimously.

Approval of Warrants –

Journal Vouchers	0	\$ 0.00
CD Requisitions	3	\$ 1,467.30
Checks	57792-57996	\$2,633,950.88
Total		\$2,635,418.18

5. PUBLIC COMMENT ON NON-AGENDA ITEMS

a) Kat Carrick 436 Earlwood Road addressed council regarding water bill issues.

6. RESOLUTIONS

a) The mayor called for a motion to Approve Resolution 2024-7, Appointing Deputy Mayor Catherine Sapp to the ALOM Board of Directors. Councilor Fascio made the motion to approve Resolution 2024-7. Councilman Kerestus seconded the motion. The mayor called for public comment. The mayor called for council comment. Mayor Calabrese, Councilor Fascio, and Councilman Kerestus made comments regarding appointment. Deputy Mayor Sapp voiced appreciation for the consideration. Roll was called. Resolution 2024-7 was approved unanimously.

b) The mayor called for a motion to Approve Resolution 2024-8, Awarding a Three-Year Contract to Greenridge Waste Services, LLC, dba Republic Services of Scottsdale to Remove and Dispose of sludge for the Water Pollution Control Department in the total amount of \$205,050. Councilman Waldron made the motion to approve Resolution 2024-8. Councilor Fascio seconded the motion. The mayor called for public comment. Rod Boutillette 319 Macfarlane Drive and Greg Swatchick 648 Gramac Lane requested additional information. The manager Scott Andrejchak and Richard Minsterman gave a more detailed explanation. The mayor called for council comment. Roll was called. Resolution 2024-8 was approved unanimously.

c) The mayor called for a motion to Approve Resolution 2024-9, Awarding the 2024 CCTV Inspection Contracts A and B to Jet Services Inc. in the total amount of \$169,850 for Contract A and \$164,150 for Contract B. Deputy Mayor Sapp made the motion to approve Resolution 2024-9. Councilman Kerestus seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2024-9 was approved unanimously.

d) The mayor called for a motion to Approve Resolution 2024-10, Authorizing the Submittal of a Community Conservation Partnerships Program (C2P2) Grant Application to the Pennsylvania Department of Conservation and Natural Resources (DCNR) for Accessible Improvements at Penn Hills Universal Park. Councilman Kerestus made the motion to approve Resolution 2024-10. Deputy Mayor Sapp seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2024-10 was approved unanimously.

e) The mayor called for a motion to Approve Resolution 2024-11, Authorizing the submittal of a Community Conservation Partnerships Program Grant Application to the Pennsylvania Department of Conservation and Natural Resources for the Verona Oakmont Penn Hills Plum Trail Connector Phase 2 Milltown Construction. Councilor Fascio made the motion to approve Resolution 2024-11. Councilman Kerestus seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2024-11 was approved unanimously.

f) The mayor called for a motion to Approve Resolution 2024-12, Authorizing the Submission of a \$3,000,000 grant to the Commonwealth Financing Agency Multi-Modal Fund for Street Improvements and Repairs with a \$900,000 Local Match. Councilman Waldron made the motion to approve Resolution 2024-12. Councilor Fascio seconded the motion. The mayor called for public comment. The mayor called for council comment. Deputy Mayor Sapp and Councilor Fascio requested clarification. The manager gave an explanation. Roll was called. Resolution 2024-12 was approved unanimously.

7. **COUNCIL COMMENTS**

8. **ADJOURNMENT**

The meeting was adjourned at 7:50 PM.

***For a complete video of this meeting and council comments, please visit the Municipality's YouTube Channel.***

Visit Penn Hills TV On YouTube for Video Broadcasts of Council Meetings

Monday, April 15, 2024 at 7PM – Council Non-Voting Meeting

Monday, April 22, 2024 at 7PM – Council Voting Meeting

Hard Copies of Council Agendas are Available for Public Viewing at Penn Hills Library

Dear Manager Andrejchak,

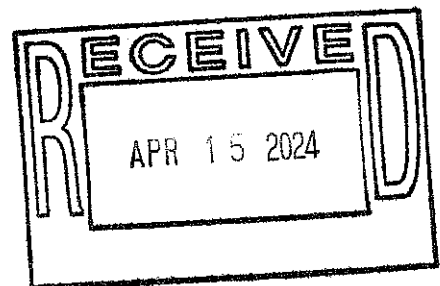
April 15, 2024

Please put me on the list, to address Penn Hills Mayor and Council, for the April 22<sup>ND</sup> meeting, to revisit a few items previously raised, which in my view, have not yet been completely settled, or promises made to explain/look into them, never came to fruition.

Thank you for allowing non-agenda items,

Greg Swatchick

648 Gramac Ln.



**From:** Tracey Holst [REDACTED]  
**Sent:** Sunday, April 14, 2024 3:33 PM  
**To:** Andrejchak, Scott <[sandrejchak@pennhills.org](mailto:sandrejchak@pennhills.org)>  
**Subject:** Request to Speak - Penn Hills Council Meeting 4/22

Dear Scott,

I am writing to you to request to speak at the Council Voting Meeting on April 22, 2024.

The topic will be related to the flooding that occurred in my home as well as others on Glendale Rd. on Thursday, April 11, 2024.

I am aware that you have until April 24, 2024 to provide me with all of the documents I requested but if you can get me anything prior to the meeting that would be greatly appreciated.

Unfortunately, since moving to Penn Hills, we have had a number of water and flooding incidents and I do think some may be related to work that was done on our property prior to our purchase.

I am happy to discuss it with you in more detail if you would like. My cell # is 724-552-7972. Please feel free to text or call me.

Best regards,

Tracey Holst



Bill Moutz

1335 Maple Ave

Verona, Pa 15147

Mr. Scott Adrejchak

I am writing to request three minutes of time at the next council meeting.

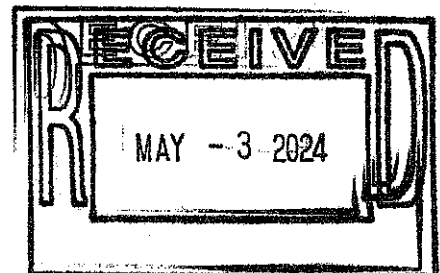
I have two different subjects to discuss.

1. Thompson Run Road prevention of dumping.
2. Trees that are cut all around Penn Hills and left lying on the side of the road.

Sincerely



Bill Moutz



MUNICIPALITY OF PENN HILLS

Resolution No. 2024 -13

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS,  
COUNTY OF ALLEGHENY, COMMONWEALTH OF  
PENNSYLVANIA, APPROVING A MINOR BUDGET  
AMENDMENT TO THE COMMUNITY DEVELOPMENT  
BLOCK GRANT BUDGET FOR FISCAL YEARS 2021, 2022  
AND 2023.

WHEREAS, the Municipality wishes to make a minor amendment to the  
Community Development Budget, and

WHEREAS, provisions are made for changes in the Consolidated Plan regulations,  
and

WHEREAS, Citizen Participation Plan allows for minor amendments to approved  
projects without a thirty (30) day public comment period which is required for substantial  
amendments where the amendment exceeds 50% of the original budget for projects with an  
original budget of \$25,000.00 or more, or exceeds 100% of a project with an original budget under  
\$25,000.00, and

WHEREAS, the proposed changes are as shown on Attachment A,

NOW, THEREFORE, BE IT RESOLVED that a transfer of funds is approved.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND  
COUNCIL OF THE MUNICIPALITY OF PENN HILLS, THIS 22ND DAY OF APRIL 2024.

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

Resolution No. 2024 - XX  
Page 2  
BUDGET AMENDMENT

<u>Project Number</u>	<u>Project Name</u>	<u>FY2024 Budget</u>	<u>Current Balance</u>	<u>( - )</u>	<u>New Budget</u>	<u>New Balance</u>
04-462-00-642147	FY2021 Multi-Purpose Center Improvement	\$ 19,761.37	\$ 19,761.37	\$ 19,761.37	\$ -	\$ -
04-462-00-642148	FY2022 Multi-Purpose Center Improvement	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -
04-374-00-107523	Year 23 Program Income	\$ -	\$ 44,070.57	\$ 44,070.57	\$ (44,070.57)	\$ -
Total				\$ 83,831.94		\$ -
<u>Project Number</u>	<u>Project Name</u>	<u>FY2024 Budget</u>	<u>Current Balance</u>	<u>( + )</u>	<u>New Budget</u>	<u>New Balance</u>
04-462-00-642047	FY2021 William McKinley Improvements	\$ -	\$ -	\$ 19,761.37	\$ 19,761.37	\$ 19,761.37
04-462-00-642048	FY2022 William McKinley Improvements	\$ 9,660.22	\$ 7,588.02	\$ 20,000.00	\$ 29,660.22	\$ 27,588.02
04-462-00-631723	2024 CDBG Street Reconstruction	\$ 202,919.41	\$ 202,919.41	\$ 44,070.57	\$ 246,989.98	\$ 246,989.98
Total				\$ 83,831.94		

# MEMO

## Penn Hills Dept of Planning & Economic Development

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**To:** Mayor and Council  
**From:** Christopher C. Blackwell, Planning Director *CB*  
**CC:** Scott Andrejchak, Sheree Strayer, Meg Balsamico, Damian Buccilli  
**Date:** April 05, 2024  
**Re:** Minor CDBG Budget Amendment Resolution

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Attached is a resolution for a minor amendment to the Community Development Block Grant program. Following the receipt of bids for the 2024 CDBG Street Reconstruction Program and William McKinley Uniform Federal Accessibility Standard (UFAS) Improvements we are proposing to perform a minor budget amendment to cover the cost and carry out the projects.

Funding is being transferred from previously unused Multi-Purpose Center Improvements funding to cover the costs of UFAS improvement at William McKinley and additional Program Income is being transferred to the 2024 Street Reconstruction Program. Following the proposed budget amendment, funds will remain in the Multi-Purpose Center Budget to continue with planned improvements.

MUNICIPALITY OF PENN HILLS

Resolution No. 2024 - 14

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING A CONTRACT TO REMODEL SMART, LLC FOR THE WILLIAM MCKINLEY CENTER UFAS RESTROOM IMPROVEMENTS PROJECT INCLUDING CONTRACTS NO 1 AND NO 4 FOR THE TOTAL AMOUNT OF \$85,000.00.

WHEREAS, the Municipality of Penn Hills received proposals for the William McKinley Center Uniform Federal Accessibility Standards (UFAS) Restroom Improvements project on February 29, 2024, and

WHEREAS, the lowest responsible bidder for contracts No. 1 and No. 4 was Remodel Smart, LLC.

NOW, THEREFORE, BE IT RESOLVED at a public meeting duly convened by Mayor and Council that The Municipality of Penn Hills authorizes the following:

1. The Municipality of Penn Hills awards Contracts No. 1 and No. 4 to Remodel Smart, LLC in the amount of \$85,000.00 based on their proposal submitted on February 29, 2024.
2. Authorizing the proper Municipal official to release payment as periodically submitted and approved by the Project Coordinator.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS 22ND DAY OF APRIL 2024.

BY:

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

# MEMO

Penn Hills Dept of Planning & Economic Development

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**To:** Scott Andrejchak, Manager  
**From:** Chris Blackwell, Planning Director *CB*  
**CC:** Rayna Mixon, Meg Balsamico, Damian Buccilli  
**RE:** Award/Reject Proposals for William McKinley UFAS Restroom Improvements  
**Date:** April 10, 2024

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On Thursday, February 29, 2024, proposals were opened for the William McKinley Uniform Federal Accessibility Standards Restroom Improvements.

Proposals were received from multiple contractors for the four different contracts based on the specifications prepared by Gateway Engineers, Inc.

Please schedule the awarding of the William McKinley UFAS Bathroom Improvements project Contracts No. 1 and No. 4 at the April 22, 2024, meeting of Mayor and Council to the low bidder, Remodel Smart, LLC, 600 North Euclid Avenue, Pittsburgh, PA 15206 in the amount of \$85,000.00.

The Purchasing Department Secretary verified the validity of the Bid Bond at the time of the bid opening.

The existing restrooms are in disrepair and do not meet current accessibility standards. This project will include the installation of new walls, partitions, fixtures and accessible restroom accessories of at the William McKinley Center.

Funding for this contract is available and will be provided by the HUD CDBG William McKinley Center Improvements and Accessible Building Improvement accounts.



# GATEWAY ENGINEERS

A FULL-SERVICE CIVIL ENGINEERING COMPANY



100 McMorris Road  
Pittsburgh, PA 15205



412-921-4030



GatewayEngineers.com

4/1/2024  
C-68019-0007

Municipality of Penn Hills  
102 Duff Road  
Pittsburgh, PA 15235

ATTN: Chris Blackwell, Planning Director

RE: William McKinley Citizen Center UFAS Bathroom Improvements  
Bid Recommendations

Dear Chris,

As you are aware, bids were received and opened February 29, 2024, for the William McKinley Citizen Center UFAS Bathroom Improvements Contracts. Two (2) bids for Contract No. 1, two (2) bids for Contract No. 2, three (3) bids for Contract No. 3 and two (2) bids for Contract No. 4 were submitted via PennBid for the opening. Please see below for a table listing the low bid information:

CONTRACT	CONTRACTOR	BID AMOUNT
Contract No. 1 – General Construction	Remodel Smart, LLC	\$76,000.00
Contract No. 2 – Electrical Construction	DRS Electrical Services, LLC	\$10,200.00
Contract No. 3 – Plumbing Construction	Reno Bros, Inc.	\$21,989.00
Contract No. 4 – Mechanical Construction	Remodel Smart, LLC	\$9,000.00

Based on the bid tabulation prepared by PennBid for the William McKinley Citizen Center UFAS Bathroom Improvements Contracts, Gateway has verified that the low bids for each contract were responsive to the bid request. Enclosed for your reference is the Bid Tabulation prepared by PennBid, and provided by Penn Hills, detailing the unit prices for all the bids.

Based on this tabulation, Gateway recommends that Council award the William McKinley Citizen Center UFAS Bathroom Improvements Contract No. 1 to Remodel Smart, LLC in the amount of \$76,000.00, Contract No. 2 to DRS Electrical Services, LLC in the amount of \$10,200.00, Contract No. 3 to Reno Bros, Inc. in the amount of \$21,989.00, and Contract No. 4 to Remodel Smart, LLC in the amount of \$9,000.00.

Please feel free to contact me directly if you have any questions.

Sincerely,

THE GATEWAY ENGINEERS, INC.

Kevin M. Nadalin, P.E.  
Project Manager

Enclosure

cc: Scott Andrejchak, Municipal Manager  
Sheree Strayer, Finance Director  
Richard D. Minsterman, P.E., Municipal Engineer

G:\Projects\68000 Penn Hills\68019 McKinley\0007 UFAS Interior Improvements\Docs\CA\Bid Opening\McKinley Bid Recommendation Letter.docx

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LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • SURVEYING • TRANSPORTATION

Total Cost  
Selected #  
Selected (\$)

Remodel Smart LLC

\$ 76,000.0

0

\$ 0

Swede Construction  
Corp.

\$ 80,000.0

0

\$ 0

#	Locked	Items	Selected	Lowest	Unit Price	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1		Base Bid - Contract 1 (4)								
#1-1	FALSE	Interior De	\$ 0	\$ 5,000.0	L.S.	1	\$ 16,000.0	\$ 16,000.0	\$ 5,000.0	\$ 5,000.0
#1-2	FALSE	Partition W	\$ 0	\$ 19,000.0	L.S.	1	\$ 19,000.0	\$ 19,000.0	\$ 55,000.0	\$ 55,000.0
#1-3	FALSE	Fixture and	\$ 0	\$ 12,000.0	L.S.	1	\$ 17,000.0	\$ 17,000.0	\$ 12,000.0	\$ 12,000.0
#1-4	FALSE	Interior Re	\$ 0	\$ 8,000.0	L.S.	1	\$ 24,000.0	\$ 24,000.0	\$ 8,000.0	\$ 8,000.0



	Controlled Climate	
	Systems	Remodel Smart LLC
Total Cost	\$ 21,700.0	\$ 9,000.0
Selected #	0	0
Selected (\$)	\$ 0	\$ 0

#	Locked	Items	Selected	Lowest	Unit of Measure	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1		Base Bid - Contract 4 (1)								
#1-1	FALSE	Mechanica	\$ 0	\$ 9,000.0	L.S.	1	\$ 21,700.0	\$ 21,700.0	\$ 9,000.0	\$ 9,000.0

**NOTICE TO BIDDERS**  
**MUNICIPALITY OF PENN HILLS**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

Sealed proposals will be received by the Municipality of Penn Hills, through PennBid until **11:00 a.m. on Thursday, February 29, 2024** for the

**WILLIAM MCKINLEY CITIZEN CENTER BATHROOM UFAS IMPROVEMENTS**

**Contract No. 1 - General Construction**

This project involves the reconstruction and renovation of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements, including, but not limited to, interior partial demolition, existing room element and fixture removal; existing room finishes partial demolition and protection; construction and repairs of finishes; installation of water closets, lavatories and other associated bathroom elements and accessories, complete in place.

**Contract No. 2 – Electrical Construction**

This project involves electrical construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to: ceiling-mounted lighting installation, outlet relocation, fire alarm system installation, electrical heat system installation and associated bathroom electrical construction, complete in place.

**Contract No. 3 – Plumbing Construction**

This project involves plumbing construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to, water supply and plumbing construction, sanitary sewer system installation and fire suppression system relocation and installation, complete in place.

**Contract No. 4 – Mechanical Construction**

This project involves mechanical construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to, existing radiator heating system relocation and capping associated bathroom mechanical construction, complete in place.

**Davis-Bacon wage rates are required to be paid on this project.**

**All information, full notice to bidders and other documents related to this solicitation are available at no cost on the Pennbid site ([www.PennBid.net](http://www.PennBid.net)).**

**There will be a WILLIAM MCKINLEY CITIZEN CENTER BATHROOM UFAS IMPROVEMENTS NON-MANDATORY pre-bid meeting on Thursday, February 15, 2024 at 10:00 A.M. at the William McKinley Citizen Center, 801 7th Street, Verona, PA 15147.**

All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before **11:00 AM, prevailing time on, Thursday, February 29, 2024**. At that time, bids will be opened with results displayed publicly on PennBid.

BY: Chris Blackwell  
Director, Department of Planning and Economic Development

Dates of Publication  
February 01, 2024  
February 08, 2024

MUNICIPALITY OF PENN HILLS

Resolution No. 2024 - 15

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDED A CONTRACT TO DRS ELECTRICAL SERVICES, LLC FOR THE WILLIAM MCKINLEY CENTER UFAS RESTROOM IMPROVEMENTS PROJECT INCLUDING CONTRACT NO 2 FOR THE TOTAL AMOUNT OF \$10,200.00.

WHEREAS, the Municipality of Penn Hills received proposals for the William McKinley Center Uniform Federal Accessibility Standards (UFAS) Restroom Improvements project on February 29, 2024, and

WHEREAS, the lowest responsible bidder for contract No. 2 was DRS Electrical Service. LLC.

NOW, THEREFORE, BE IT RESOLVED at a public meeting duly convened by Mayor and Council that The Municipality of Penn Hills authorizes the following:

1. The Municipality of Penn Hills awards Contract No. 2 to Remodel Smart, LLC in the amount of \$10,200.00 based on their proposal submitted on February 29, 2024.
2. Authorizing the proper Municipal official to release payment as periodically submitted and approved by the Project Coordinator.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS 22ND DAY OF APRIL 2024.

BY:

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

# MEMO

Penn Hills Dept of Planning & Economic Development

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**To:** Scott Andrejchak, Manager  
**From:** Chris Blackwell, Planning Director *CB*  
**CC:** Rayna Mixon, Meg Balsamico, Damian Buccilli  
**RE:** Award/Reject Proposals for William McKinley UFAS Restroom Improvements  
**Date:** April 10, 2024

---

On Thursday, February 29, 2024, proposals were opened for the William McKinley Uniform Federal Accessibility Standards Restroom Improvements.

Proposals were received from multiple contractors for the four different contracts based on the specifications prepared by Gateway Engineers, Inc.

Please schedule the awarding of the William McKinley UFAS Bathroom Improvements project Contract No. 2 at the April 22, 2024, meeting of Mayor and Council to the low bidder, DRS Electrical Services, LLC, 702 Painter Avenue, Pittsburgh, PA 16228 in the amount of \$10,200.00.

The Purchasing Department Secretary verified the validity of the Bid Bond at the time of the bid opening.

The existing restrooms are in disrepair and do not meet current accessibility standards. This project will include the installation of new walls, partitions, fixtures and accessible restroom accessories at the William McKinley Center.

Funding for this contract is available and will be provided by the HUD CDBG William McKinley Center Improvements and Accessible Building Improvement accounts.



# GATEWAY ENGINEERS

A FULL-SERVICE CIVIL ENGINEERING COMPANY



100 McMorris Road  
Pittsburgh, PA 15205



412-921-4030



GatewayEngineers.com

4/1/2024  
C-68019-0007

Municipality of Penn Hills  
102 Duff Road  
Pittsburgh, PA 15235

ATTN: Chris Blackwell, Planning Director

RE: William McKinley Citizen Center UFAS Bathroom Improvements  
Bid Recommendations

Dear Chris,

As you are aware, bids were received and opened February 29, 2024, for the William McKinley Citizen Center UFAS Bathroom Improvements Contracts. Two (2) bids for Contract No. 1, two (2) bids for Contract No. 2, three (3) bids for Contract No. 3 and two (2) bids for Contract No. 4 were submitted via PennBid for the opening. Please see below for a table listing the low bid information:

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Contract No. 4 – Mechanical Construction	Remodel Smart, LLC	\$9,000.00

Based on the bid tabulation prepared by PennBid for the William McKinley Citizen Center UFAS Bathroom Improvements Contracts, Gateway has verified that the low bids for each contract were responsive to the bid request. Enclosed for your reference is the Bid Tabulation prepared by PennBid, and provided by Penn Hills, detailing the unit prices for all the bids.

Based on this tabulation, Gateway recommends that Council award the William McKinley Citizen Center UFAS Bathroom Improvements Contract No. 1 to Remodel Smart, LLC in the amount of \$76,000.00, Contract No. 2 to DRS Electrical Services, LLC in the amount of \$10,200.00, Contract No. 3 to Reno Bros, Inc. in the amount of \$21,989.00, and Contract No. 4 to Remodel Smart, LLC in the amount of \$9,000.00.

Please feel free to contact me directly if you have any questions.

Sincerely,

THE GATEWAY ENGINEERS, INC.

Kevin M. Nadalin, P.E.  
Project Manager

Enclosure

cc: Scott Andrejchak, Municipal Manager  
Sheree Strayer, Finance Director  
Richard D. Minsterman, P.E., Municipal Engineer

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LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • SURVEYING • TRANSPORTATION

	DRS Electrical	
	Services LLC	Remodel Smart LLC
Total Cost	\$ 10,200.0	\$ 17,000.0
Selected #	0	0
Selected (\$)	\$ 0	\$ 0

#	Locked	Items	Selected	Lowest	Unit of Measure	Quantity	Unit Price	Total Cost	Unit Price	Total Cost
1		Base Bid - Contract 2 (1)								
#1-1	FALSE	Electrical B	\$ 0	\$ 10,200.0	L.S.	1	\$ 10,200.0	\$ 10,200.0	\$ 17,000.0	\$ 17,000.0

**NOTICE TO BIDDERS**  
**MUNICIPALITY OF PENN HILLS**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

Sealed proposals will be received by the Municipality of Penn Hills, through PennBid until **11:00 a.m. on Thursday, February 29, 2024** for the

**WILLIAM MCKINLEY CITIZEN CENTER BATHROOM UFAS IMPROVEMENTS**

**Contract No. 1 - General Construction**

This project involves the reconstruction and renovation of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements, including, but not limited to, interior partial demolition, existing room element and fixture removal; existing room finishes partial demolition and protection; construction and repairs of finishes; installation of water closets, lavatories and other associated bathroom elements and accessories, complete in place.

**Contract No. 2 – Electrical Construction**

This project involves electrical construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to: ceiling-mounted lighting installation, outlet relocation, fire alarm system installation, electrical heat system installation and associated bathroom electrical construction, complete in place.

**Contract No. 3 – Plumbing Construction**

This project involves plumbing construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to, water supply and plumbing construction, sanitary sewer system installation and fire suppression system relocation and installation, complete in place.

**Contract No. 4 – Mechanical Construction**

This project involves mechanical construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to, existing radiator heating system relocation and capping associated bathroom mechanical construction, complete in place.

**Davis-Bacon wage rates are required to be paid on this project.**

**All information, full notice to bidders and other documents related to this solicitation are available at no cost on the Pennbid site ([www.PennBid.net](http://www.PennBid.net)).**

**There will be a WILLIAM MCKINLEY CITIZEN CENTER BATHROOM UFAS IMPROVEMENTS NON-MANDATORY pre-bid meeting on Thursday, February 15, 2024 at 10:00 A.M. at the William McKinley Citizen Center, 801 7th Street, Verona, PA 15147.**

**All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before 11:00 AM, prevailing time on, Thursday, February 29, 2024. At that time, bids will be opened with results displayed publicly on PennBid.**

BY: Chris Blackwell  
Director, Department of Planning and Economic Development

Dates of Publication  
February 01, 2024  
February 08, 2024

MUNICIPALITY OF PENN HILLS

Resolution No. 2024 - 16

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING A CONTRACT TO RENO BROS. INC. FOR THE WILLIAM MCKINLEY CENTER UFAS RESTROOM IMPROVEMENTS PROJECT INCLUDING CONTRACT NO 3 FOR THE TOTAL AMOUNT OF \$21,989.00.

WHEREAS, the Municipality of Penn Hills received proposals for the William McKinley Center Uniform Federal Accessibility Standards (UFAS) Restroom Improvements project on February 29, 2024, and

WHEREAS, the lowest responsible bidder for contract No. 2 was DRS Electrical Service, LLC.

NOW, THEREFORE, BE IT RESOLVED at a public meeting duly convened by Mayor and Council that The Municipality of Penn Hills authorizes the following:

1. The Municipality of Penn Hills awards Contract No. 2 to Remodel Smart, LLC in the amount of \$10,200.00 based on their proposal submitted on February 29, 2024.
2. Authorizing the proper Municipal official to release payment as periodically submitted and approved by the Project Coordinator.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS 22ND DAY OF APRIL 2024.

BY:

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE



# MEMO

Penn Hills Dept of Planning & Economic Development

---

**To:** Scott Andrejchak, Manager  
**From:** Chris Blackwell, Planning Director *CB*  
**CC:** Rayna Mixon, Meg Balsamico, Damian Buccilli  
**RE:** Award/Reject Proposals for William McKinley UFAS Restroom Improvements  
**Date:** April 10, 2024

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On Thursday, February 29, 2024, proposals were opened for the William McKinley Uniform Federal Accessibility Standards Restroom Improvements.

Proposals were received from multiple contractors for the four different contracts based on the specifications prepared by Gateway Engineers, Inc.

Please schedule the awarding of the William McKinley UFAS Bathroom Improvements project Contract No. 3 at the April 22, 2024, meeting of Mayor and Council to the low bidder, Reno Bros, Inc, 792 Duquesne Way, Pittsburgh, PA 15074 in the amount of \$21,898.00.

The Purchasing Department Secretary verified the validity of the Bid Bond at the time of the bid opening.

The existing restrooms are in disrepair and do not meet current accessibility standards. This project will include the installation of new walls, partitions, fixtures and accessible restroom accessories at the William McKinley Center.

Funding for this contract is available and will be provided by the HUD CDBG William McKinley Center Improvements and Accessible Building Improvement accounts.



# GATEWAY ENGINEERS

A FULL-SERVICE CIVIL ENGINEERING COMPANY



100 McMorris Road  
Pittsburgh, PA 15205



412-921-4030



GatewayEngineers.com

4/1/2024  
C-68019-0007

Municipality of Penn Hills  
102 Duff Road  
Pittsburgh, PA 15235

ATTN: Chris Blackwell, Planning Director

RE: William McKinley Citizen Center UFAS Bathroom Improvements  
Bid Recommendations

Dear Chris,

As you are aware, bids were received and opened February 29, 2024, for the William McKinley Citizen Center UFAS Bathroom Improvements Contracts. Two (2) bids for Contract No. 1, two (2) bids for Contract No. 2, three (3) bids for Contract No. 3 and two (2) bids for Contract No. 4 were submitted via PennBid for the opening. Please see below for a table listing the low bid information:

CONTRACT	CONTRACTOR	BID AMOUNT
Contract No. 1 – General Construction	Remodel Smart, LLC	\$76,000.00
Contract No. 2 – Electrical Construction	DRS Electrical Services, LLC	\$10,200.00
Contract No. 3 – Plumbing Construction	Reno Bros, Inc.	\$21,989.00
Contract No. 4 – Mechanical Construction	Remodel Smart, LLC	\$9,000.00

Based on the bid tabulation prepared by PennBid for the William McKinley Citizen Center UFAS Bathroom Improvements Contracts, Gateway has verified that the low bids for each contract were responsive to the bid request. Enclosed for your reference is the Bid Tabulation prepared by PennBid, and provided by Penn Hills, detailing the unit prices for all the bids.

Based on this tabulation, Gateway recommends that Council award the William McKinley Citizen Center UFAS Bathroom Improvements Contract No. 1 to Remodel Smart, LLC in the amount of \$76,000.00, Contract No. 2 to DRS Electrical Services, LLC in the amount of \$10,200.00, Contract No. 3 to Reno Bros, Inc. in the amount of \$21,989.00, and Contract No. 4 to Remodel Smart, LLC in the amount of \$9,000.00.

Please feel free to contact me directly if you have any questions.

Sincerely,

THE GATEWAY ENGINEERS, INC.

Kevin M. Nadalin, P.E.  
Project Manager

Enclosure

cc: Scott Andrejchak, Municipal Manager  
Sheree Strayer, Finance Director  
Richard D. Minsterman, P.E., Municipal Engineer

G:\Projects\68000 Penn Hills\68019 McKinley-0007 UFAS Interior Improvements\Docs\CA\Bid Opening\McKinley Bid Recommendation Letter.docx

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LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • SURVEYING • TRANSPORTATION

	<b>East End Plumbing &amp; Mechanical, Inc.</b>	<b>Remodel Smart LLC</b>	<b>Reno Bros., Inc.</b>
<b>Total Cost</b>	\$ 35,000.0	\$ 29,000.0	\$ 21,989.0
<b>Selected #</b>	0	0	0
<b>Selected (\$)</b>	\$ 0	\$ 0	\$ 0

#	Locked	Items	Selected	Lowest	Unit Price	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1		Base Bid - Contract 3 (1)										
#1-1	FALSE	Plumbing B	\$ 0	\$ 21,989.0	L.S.	1	\$ 35,000.0	\$ 35,000.0	\$ 29,000.0	\$ 29,000.0	\$ 21,989.0	\$ 21,989.0

**NOTICE TO BIDDERS**  
MUNICIPALITY OF PENN HILLS  
ALLEGHENY COUNTY, PENNSYLVANIA

Sealed proposals will be received by the Municipality of Penn Hills, through PennBid until **11:00 a.m. on Thursday, February 29, 2024** for the

**WILLIAM MCKINLEY CITIZEN CENTER BATHROOM UFAS IMPROVEMENTS**

**Contract No. 1 - General Construction**

This project involves the reconstruction and renovation of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements, including, but not limited to, interior partial demolition, existing room element and fixture removal; existing room finishes partial demolition and protection; construction and repairs of finishes; installation of water closets, lavatories and other associated bathroom elements and accessories, complete in place.

**Contract No. 2 – Electrical Construction**

This project involves electrical construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to: ceiling-mounted lighting installation, outlet relocation, fire alarm system installation, electrical heat system installation and associated bathroom electrical construction, complete in place.

**Contract No. 3 – Plumbing Construction**

This project involves plumbing construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to, water supply and plumbing construction, sanitary sewer system installation and fire suppression system relocation and installation, complete in place.

**Contract No. 4 – Mechanical Construction**

This project involves mechanical construction for the reconstruction of bathrooms at the William McKinley Citizen Center in Penn Hills to meet Uniform Federal Accessibility Standards (UFAS) requirements including, but not limited to, existing radiator heating system relocation and capping associated bathroom mechanical construction, complete in place.

**Davis-Bacon wage rates are required to be paid on this project.**

**All information, full notice to bidders and other documents related to this solicitation are available at no cost on the Pennbid site ([www.PennBid.net](http://www.PennBid.net)).**

**There will be a WILLIAM MCKINLEY CITIZEN CENTER BATHROOM UFAS IMPROVEMENTS NON-MANDATORY pre-bid meeting on Thursday, February 15, 2024 at 10:00 A.M. at the William McKinley Citizen Center, 801 7th Street, Verona, PA 15147.**

**All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before 11:00 AM, prevailing time on, Thursday, February 29, 2024. At that time, bids will be opened with results displayed publicly on PennBid.**

BY: Chris Blackwell  
Director, Department of Planning and Economic Development

Dates of Publication  
February 01, 2024  
February 08, 2024

**MUNICIPALITY OF PENN HILLS**

**Resolution No. 2024 - 17**

**A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING A CONTRACT TO SHIELDS ASPHALT PAVING, INC. FOR THE 2024 CDBG STREET RECONSTRUCTION PROGRAM IN THE TOTAL AMOUNT OF \$348,665.00**

**WHEREAS**, the Municipality of Penn Hills has received proposals for the 2024 Community Development Block Grant Program, (CDBG), Street Reconstruction Program, and

**WHEREAS**, this project is funded through the U.S. Department of HUD COMMUNITY DEVELOPMENT BLOCK GRANT, (CDBG), Program, and

**WHEREAS**, the lowest responsible bidder for this project is Shields Asphalt Paving, Inc. of 5969 William Flynn Highway, Bakerstown, PA 15007 in the total amount of \$348,665.00, and

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY OF PENN HILLS, IN A MEETING DULY CONVENED THE FOLLOWING:**

1. The Municipality of Penn Hills awards a contract to Shields Asphalt Paving, Inc. for the 2024 Community Development Block Grant Program, (CDBG), Street Reconstruction Project as follows:

Base Bid in the amount of \$348,665.00 for:

1. Suncrest Drive – from Grove Road to Grove Road
2. Calmar Drive – from Mark Drive to Mount Carmel

Authorizing the proper Municipal Official to release payment as periodically submitted and approved by the Project Coordinator.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

  
PAULINE CALABRESE, MAYOR

4-25-24  
DATE

  
SCOTT ANDREJCHAK, MANAGER

4-25-24  
DATE

# MEMO

## Penn Hills Dept of Planning & Economic Development

---

**To:** Chris Blackwell, Planning Director  
**From:** Meg Balsamico, Principal Planner *mb*  
**CC:** Scott Andrejchak, Manager; Scott Shepard, Superintendent, DPW; John Scaglione, Asst. Superintendent; DPW; Ali Rayan, Purchasing; Sheree Strayer, Finance Director; Bryan Flaugh, P.E., Gateway Engineers; File  
**RE:** Penn Hills 2024 CDBG Street Reconstruction Project Bid Award  
**Date:** April 10, 2024

---

Please schedule the awarding of the contract for the 2024 CDBG Street Reconstruction Project for the April 22, 2024, Mayor & Council meeting. The contract in the amount of \$348,665.00 is to be awarded to the low bidder, Shields Asphalt Paving, Inc., of 5969 William Flynn Highway, Bakerstown, PA 15007.

The following streets will be reconstructed:

1. Suncrest Drive – from Grove Road to Grove Road
2. Calmar Drive – from Mark Drive to Mount Carmel

The Bid Opening was held on March 5, 2024, through Penn Bid and eight (8) contractors submitted bids for this project. I attached the Resolution to approve this contract, the Bid Tabulation, a copy of the recommendation letter from Bryan Flaugh, P.E. of Gateway Engineers, the Bid Notice and the Proof of Publication from the Post Gazette.

Sufficient funds for this project will be available in the HUD CDBG Street Reconstruction Accounts # 04-462-00-631748 and # 04-462-00-631723 and the HUD CDBG Storm Water Improvements Accounts #04-462-00-632147 and #04-462-00-632148 following the approval of the minor budget amendment, which is also scheduled for approval at the April 22, 2024, Mayor and Council meeting.

Please contact me if there are any questions or if you need additional information.

MLB/mb

March 5, 2024				A. Follino Construction, Inc.		A. Libarent, Inc.		Derry Construction Co Inc		B Grande Industries, Inc.		Melo & Melo & Sons Inc.		Plum Contracting Inc		Shirley Asphalt Paving Inc		Tresco Paving Corporation	
#	Items	Unit	Quantity	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
Add Attention No. 1 to Item																			
#1-1	3.5" (1/2") Roadway Milling & Profiling, complete in place	S.Y.	11750	\$ 3.31	\$ 38,882.5	\$ 2.31	\$ 27,142.5	\$ 4.55	\$ 53,463.5	\$ 3.45	\$ 42,087.5	\$ 4.25	\$ 49,937.5	\$ 4.28	\$ 50,280.0	\$ 2.5	\$ 29,375.0	\$ 4.1	\$ 48,374.99999999999
#1-2	Soft Spot Repair, complete in place	S.Y.	600	\$ 70.2	\$ 42,120.0	\$ 51.97	\$ 31,182.0	\$ 88.9	\$ 53,340.0	\$ 50	\$ 30,000.0	\$ 48.5	\$ 29,100.0	\$ 110.46	\$ 66,276.0	\$ 40	\$ 24,000.0	\$ 40	\$ 24,000.0
#1-3	2" of 19.0 mm Superpave Binder Course, PG 645-22, 0 to 0.3 Million ESAL's, complete in place	TON	1470	\$ 108.02	\$ 158,848.4	\$ 200.19	\$ 147,279.3	\$ 85.25	\$ 125,317.5	\$ 114	\$ 167,580.0	\$ 92.5	\$ 135,975.0	\$ 112.21	\$ 168,948.68999999998	\$ 90	\$ 132,300.0	\$ 90	\$ 132,300.0
#1-4	1.5" of 9.5 mm Superpave Fine Graded Wearing Course, PG 64-22S, 0.0 to 0.3 million ESAL's - 1.5" compacted depth, SRL "F" or better, complete in place	S.Y.	11750	\$ 9.46	\$ 111,155.00000000001	\$ 8.9	\$ 104,575.0	\$ 8.8	\$ 103,400.00000000001	\$ 10.1	\$ 118,875.0	\$ 8.15	\$ 107,512.5	\$ 34.39	\$ 168,082.5	\$ 9	\$ 105,750.0	\$ 10	\$ 117,500.0
#1-5	Bituminous Wedge Curb, complete in place	L.F.	6200	\$ 0.42	\$ 2,604.0	\$ 0.35	\$ 2,170.0	\$ 0.25	\$ 1,550.0	\$ 1.5	\$ 9,300.0	\$ 0.35	\$ 2,170.0	\$ 1.88	\$ 11,656.0	\$ 0.2	\$ 1,240.0	\$ 1	\$ 5,200.0
#1-6	Inlet Replacement, complete in place	EA	2	\$ 5,571.06	\$ 11,142.12	\$ 5,174.23	\$ 10,348.46	\$ 5,500.0	\$ 11,000.0	\$ 7,230.0	\$ 14,500.0	\$ 6,850.0	\$ 13,700.0	\$ 5,048.75	\$ 10,097.5	\$ 9,000.0	\$ 18,000.0	\$ 4,500.0	\$ 9,000.0
#1-7	Concrete Driveway Replacement, complete in place	S.F.	400	\$ 18.5	\$ 7,400.0	\$ 31.49	\$ 12,596.0	\$ 16.25	\$ 6,500.0	\$ 45	\$ 18,000.0	\$ 20	\$ 8,000.0	\$ 37.56	\$ 15,184.0	\$ 30	\$ 12,000.0	\$ 25	\$ 10,000.0
#1-8	Concrete Curb Restoration, complete in place	L.F.	90	\$ 103.65	\$ 9,328.5	\$ 91.81	\$ 8,262.9	\$ 102.75	\$ 9,137.5	\$ 185	\$ 9,250.0	\$ 93.5	\$ 4,775.0	\$ 178.51	\$ 4,975.5	\$ 140	\$ 7,600.0	\$ 90	\$ 4,500.0
#1-9	Traffic Control, Resident Notification and Restoration - Suncrest Drive: Grove to Grove	L.S.	1	\$ 4,263.63	\$ 4,263.63	\$ 5,873.97	\$ 5,873.97	\$ 7,020.0	\$ 7,020.0	\$ 7,000.0	\$ 7,000.0	\$ 8,500.0	\$ 8,500.0	\$ 18,323.14	\$ 18,323.14	\$ 5,500.0	\$ 5,500.0	\$ 1,500.0	\$ 1,500.0
#1-10	Traffic Control, Resident Notification and Restoration - Calmar Avenue: Maple to Mt. Carmel	L.S.	1	\$ 4,263.63	\$ 4,263.63	\$ 2,945.8	\$ 2,945.8	\$ 7,020.0	\$ 7,020.0	\$ 3,850.0	\$ 3,850.0	\$ 5,000.0	\$ 5,000.0	\$ 64,867.3	\$ 64,867.3	\$ 5,500.0	\$ 5,500.0	\$ 1,500.0	\$ 1,500.0
Add Attention No. 1 to Item																			
#2-1	3.5 (1/2) Roadway Milling & Profiling, complete in place	S.Y.	1680	\$ 3.31	\$ 5,560.8	\$ 2.31	\$ 3,886.8	\$ 4.55	\$ 7,644.0	\$ 5.6	\$ 9,408.0	\$ 4	\$ 5,720.0	\$ 6.12	\$ 10,281.6	\$ 2.5	\$ 4,200.0	\$ 4.1	\$ 6,887.999999999999
#2-2	Soft Spot Repair, complete in place	S.Y.	90	\$ 70.2	\$ 6,318.0	\$ 51.89	\$ 4,670.1	\$ 132	\$ 11,880.0	\$ 30	\$ 4,500.0	\$ 56	\$ 5,040.0	\$ 162.44	\$ 14,619.6	\$ 40	\$ 4,600.0	\$ 40	\$ 5,600.0
#2-3	2" of 19.0 mm Superpave Binder Course, PG 645-22, 0 to 0.3 Million ESAL's, complete in place	TON	240	\$ 106.03	\$ 25,447.2	\$ 108.39	\$ 26,133.6	\$ 103.25	\$ 24,780.0	\$ 114	\$ 27,360.0	\$ 94	\$ 22,560.0	\$ 145.42	\$ 34,900.799999999996	\$ 90	\$ 21,600.0	\$ 90	\$ 21,600.0
#2-4	1.5" of 9.5 mm Superpave Fine Graded Wearing Course, PG 64-22S, 0.0 to 0.3 million ESAL's - 1.5" compacted depth, SRL "F" or better, complete in place	S.Y.	1680	\$ 9.46	\$ 15,882.000000000001	\$ 9.39	\$ 15,674.4	\$ 13.9	\$ 23,352.0	\$ 10.1	\$ 16,968.0	\$ 9	\$ 15,120.0	\$ 14.92	\$ 25,055.6	\$ 9	\$ 15,120.0	\$ 10	\$ 16,800.0
#2-5	Bituminous Wedge Curb, complete in place	L.F.	1260	\$ 0.42	\$ 528.1999999999999	\$ 0.36	\$ 491.40000000000003	\$ 0.6	\$ 756.0	\$ 1.5	\$ 1,890.0	\$ 0.35	\$ 441.0	\$ 9.45	\$ 4,947.0	\$ 0.2	\$ 252.0	\$ 1	\$ 1,260.0
#2-6	Traffic Control, Resident Notification and Restoration - Pierce Street: Bramble to Vinea	L.S.	1	\$ 1,254.01	\$ 1,254.01	\$ 741.98	\$ 741.98	\$ 2,460.0	\$ 2,460.0	\$ 1,500.0	\$ 1,500.0	\$ 1,900.0	\$ 1,609.8	\$ 5,264.27	\$ 5,264.27	\$ 700	\$ 700	\$ 1,500.0	\$ 1,500.0
Add Attention No. 1 to Item																			
#3-1	3.5 (1/2) Roadway Milling & Profiling, complete in place	S.Y.	1070	\$ 3.31	\$ 3,541.7900000000003	\$ 2.42	\$ 2,588.4	\$ 4.55	\$ 4,869.5	\$ 7.35	\$ 7,864.5	\$ 4.45	\$ 4,761.5	\$ 5.61	\$ 10,282.699999999999	\$ 2.5	\$ 2,675.0	\$ 4.1	\$ 4,387.0
#3-2	Soft Spot Repair, complete in place	S.Y.	60	\$ 70.2	\$ 4,212.0	\$ 51.82	\$ 3,109.2	\$ 157.3	\$ 9,498.0	\$ 50	\$ 3,000.0	\$ 55	\$ 3,360.0	\$ 209.56	\$ 12,219.6	\$ 40	\$ 2,400.0	\$ 40	\$ 2,400.0
#3-3	2" of 19.0 mm Superpave Binder Course, PG 645-22, 0 to 0.3 Million ESAL's, complete in place	TON	150	\$ 106.01	\$ 15,901.5	\$ 120.21	\$ 18,031.5	\$ 128	\$ 19,200.0	\$ 124	\$ 17,100.0	\$ 95	\$ 14,400.0	\$ 132.04	\$ 19,806.0	\$ 90	\$ 13,800.0	\$ 90	\$ 13,500.0
#3-4	1.5" of 9.5 mm Superpave Fine Graded Wearing Course, PG 64-22S, 0.0 to 0.3 million ESAL's - 1.5" compacted depth, SRL "F" or better, complete in place	S.Y.	1070	\$ 9.46	\$ 10,122.2	\$ 9.36	\$ 10,036.6	\$ 16	\$ 17,120.0	\$ 10.1	\$ 10,807.0	\$ 9.25	\$ 9,897.5	\$ 17.07	\$ 18,264.9	\$ 9	\$ 9,630.0	\$ 10	\$ 10,700.0
#3-5	Bituminous Wedge Curb, complete in place	L.F.	800	\$ 0.42	\$ 336.0	\$ 0.39	\$ 312.0	\$ 0.72	\$ 576.0	\$ 1.5	\$ 1,200.0	\$ 0.35	\$ 280.0	\$ 7.18	\$ 5,744.0	\$ 0.2	\$ 360.0	\$ 1	\$ 800
#3-6	Traffic Control, Resident Notification and Restoration - Boia Street: Lincoln to Delaware	L.S.	1	\$ 836.01	\$ 836.01	\$ 741.98	\$ 741.98	\$ 2,120.0	\$ 2,120.0	\$ 1,000.0	\$ 1,000.0	\$ 1,000.0	\$ 1,000.0	\$ 5,264.27	\$ 5,264.27	\$ 650	\$ 650	\$ 1,500.0	\$ 1,500.0
Add Attention No. 1 to Item																			



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PITTSBURGH, PA 15205

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412-921-9960 FAX

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

March 22, 2024  
C-68004-2024

Municipality of Penn Hills  
102 Duff Road  
Penn Hills, PA 15235

Attn: Meg Balsamico, Principal Planner

Re: 2024 Penn Hills CDBG Street Reconstruction Project  
Bid Recommendation Letter

Dear Meg:

As you are aware, bids were received and opened through PennBid on March 5, 2024, for the 2024 Penn Hills CDBG Street Construction Project. Eight (8) bids, which were properly prepared and met specification requirements, were submitted through PennBid for the opening.

We have reviewed the bid tabulation for the 2024 Penn Hills CDBG Street Reconstruction Project and verified that the low bid from Shields Asphalt Paving, Inc., in the amount of \$348,665.00 for the Base Bid, and \$45,472.00 for Add Alternate No.1, and \$29,015.00 for Add Alternate No. 2 was responsive to the bid request.

Enclosed for your reference is the Bid Tabulation prepared by PennBid detailing the unit prices for all the bids. **Based on this tabulation, Gateway recommends that if the budget permits that Council award the 2024 Penn Hills CDBG Street Reconstruction Project Base Bid to Shields Asphalt Paving, Inc., in the amount of \$348,665.00, contingent on the amount of funds released from HUD.**

If you have any questions, please contact me at 412-921-4030, Ext. 183.

Sincerely,  
THE GATEWAY ENGINEERS, INC.

Bryan. W. Flaugh, P.E.  
Project Manager

Enclosure

cc: Scott Andrejchak, Municipal Manager  
Scott Shepard, DPW Superintendent  
John Scaglione, DPW Assistant Superintendent  
Richard D. Minsterman, P.E., Municipal Engineer



**NOTICE TO BIDDERS**  
**16,965.15MUNICIPALITY OF PENN HILLS**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

Sealed Proposals will be received by the Municipality of Penn Hills, through PennBid, until **10:30 A.M. prevailing time on Tuesday, March 5, 2024** for the following:

**2024 PENN HILLS CDBG STREET RECONSTRUCTION PROJECT**

**Davis Bacon Wage Rates** will be required to be paid on this contract.

**All information, full notice to bidders and other documents related to this solicitation are available at no cost on the Pennbid site ([www.PennBid.net](http://www.PennBid.net)).**

All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before **10:30 A.M. prevailing time on Tuesday, March 5, 2024**. At that time, bids will be opened with results displayed publicly on PennBid.

By: Scott Andrejchak  
Municipal Manager

**Dates of Publication**  
**February 8, 2024**

**From:** [Legal Advertising](#)  
**To:** [Balsamico, Meg](#)  
**Subject:** Re: Legal Advertisement Penn Hills CDBG Paving Project  
**Date:** Tuesday, January 30, 2024 1:43:36 PM  
**Attachments:** [image.png](#)

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**ORDER:** 167178  
**RUN DATE:** 2/8  
**COST:** 51.15

Your Acct. # is 11323 when placing an ad.  
Thank You

**NOTICE TO BIDDERS  
MUNICIPALITY OF PENN  
HILLS  
ALLEGHENY COUNTY,  
PENNSYLVANIA**

Sealed Proposals will be received by the Municipality of Penn Hills, through PennBid, until **10:30 A.M. prevailing time on Tuesday, March 5, 2024** for the following:

**2024 PENN HILLS CDBG  
STREET RECONSTRUCTION  
PROJECT**

**Davis Bacon Wage Rates** will be required to be paid on this contract.

**All information, full notice to bidders and other documents related to this solicitation are available at no cost on the Pennbid site ([www.PennBid.net](http://www.PennBid.net)).**

All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before **10:30 A.M. prevailing time on Tuesday, March 5, 2024**. At that time, bids will be opened with results displayed publicly on PennBid.

Scott Andrejchak  
Municipal Manager

Trasie Forster  
Legal Advertising  
2201 Sweeney Drive  
Clinton, PA 15026

\_\_\_\_\_

City of Anytown, Pennsylvania  
Board of Supervisors  
Office of the Mayor  
100 Main Street  
Anytown, PA 15000  
Phone: (412) 555-1234  
Fax: (412) 555-5678  
E-mail: info@cityofanytown.org  
Website: www.cityofanytown.org

WOOD BOROUGH OF  
LEHIGH COUNTY,  
PENNSYLVANIA.  
Bids for the purchase of  
the Woodstock  
Pond Dam and Dam  
Property for the  
Woodstock Pond  
Road Program  
18-GP-193  
The project requires the  
construction and paving of  
approximately 12,200  
square feet of existing  
pavement through the  
area. The base bid  
amount is approximately  
\$1.5 million.

[illegible]

NOTICE TO BIDDERS  
MUNICIPALITY OF PEWEE  
MILLS  
ALLEGHENY COUNTY

[illegible][illegible][illegible][illegible]

**Classified continued on D-4**

## **MUNICIPALITY OF PENN HILLS**

### **Resolution No. 2024 - 18**

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, GRANTING CONDITIONAL USE APPROVAL TO DINO FOLINO OF FJIC GREEN, LLC. FOR THE CONSTRUCTION OF A PUBLIC RECREATIONAL FACILITY FOR NINE, (9), INDOOR PICKLE BALL COURTS TO BE LOCATED IN THE VICINITY OF COLORADO STREET AND HUNTER ROAD, (LOT & BLOCK #0445-B-057-0000-00, #0444-R-052-0000-00 and #0445-C-277-0000-00)

WHEREAS, public recreational facilities require Conditional Use approval in the C- Conservation Zoning District Zoning District under the terms and provisions of the Penn Hills Zoning Ordinance 2420 and,

WHEREAS, Tysen Miller of KU Resources, Inc. agent for the owner of the property, Dino Folino of FJIC Green, LLC. has applied for Conditional Use approval to construct a public recreational facility for nine, (9), indoor pickle ball courts to be located in the vicinity of Hunter Road and Colorado Street, lot & block # #0445-B-057-0000-00, #0444-R-052-0000-00 and #0445-C-277-0000-00, located in the C-Conservation Zoning District and,

WHEREAS, the Planning Commission has conducted a public meeting to consider the application and has recommended approval of this application, and

WHEREAS, the Department of Planning and Economic Development and the Planning Commission have recommended approval of this application, and

WHEREAS, Section 11 of Penn Hills Zoning Ordinance 2420 sets forth standards for public and private recreational facilities, and

WHEREAS, the proposed development meets these standards with the exception of Section 11.5 D. (4) of Penn Hills Zoning Ordinance 2420 which requires that structures and parking areas must be a minimum of one hundred (100) feet from any existing single-family home for which the applicant is granted a modification to allow the parking area to be located eighty feet (80) from the existing single-family home located at 1583 Hunter Road.

WHEREAS, Mayor and Council approve this Conditional Use request with the following conditions:

1. The proposed project shall meet all portions of Section 11 of Penn Hills Zoning Ordinance 2420, Conditional Uses. A modification of Section 11.5 D. (4) of

Penn Hills Zoning Ordinance 2420 shall be granted to permit the parking lot to be located 80 feet from the single-family home located at 1583 Hunter Road where 100 feet is required provided that a landscaped buffer is maintained and shall be planted between the parking lot and the property line as depicted on the landscape plan submitted by KU Resources, the property owner's agent.

2. The property owner or their agent shall submit a land development plan to the Penn Hills Planning Commission for consideration and approval which shall meet all requirements of Penn Hills Zoning Ordinance #2420, Penn Hills Subdivision and Land Development Ordinance #2136, Penn Hills Storm Water Management Ordinance #2642, and shall include the submittal of a survey of the property/existing conditions plan, a site plan, a landscaping plan, a grading plan, a stormwater management plan, an erosion, sediment control plan, a lighting plan, a utility plan and the property owner shall comply with any additional conditions that the Planning Commission deems as necessary to protect the public health, safety and general welfare.
3. The property owner or their agent shall submit an Environmental Report that will include an Environmental Impact Statement to the Planning Commission with the land development application that shall be in accordance with Section 16 of Ordinance 2420 and section 8.17 of Ordinance 2136.
4. The property owner or their agent shall obtain a revision to their NPDES Permit from the Allegheny County Conservation District and the property owner or their agent shall obtain a permit for the sewage holding tank from the Plumbing Division of the Allegheny County Health Department.
5. Following the approval of the land development plans, a grading permit, and a building permit shall be obtained from the Penn Hills Department of Code Enforcement, and all required local, state, and federal permits shall be obtained prior to the start of any grading work, the placement of fill on the property or site preparation work to the property. Upon completion of the construction of the facility, an occupancy permit shall be obtained from the Penn Hills Department of Code Enforcement prior to the opening of the facility.
6. The property owner shall submit a performance bond that is equal to 110% of the project cost which shall be submitted with the grading and building permit application.
7. The property owner or their agent shall obtain a Highway Occupancy Permit from PennDOT for Hunter Road, (PA State Route 2080), prior to the start of any grading work, the placement of fill on the property or site preparation work to the property, and if required by PennDOT a traffic study shall be completed and a bond shall be provided by the property owner to PennDOT for any damages to the road that may be caused during the grading or construction phase.

8. The property owner or their agent shall hire and pay a qualified third (3<sup>rd</sup>) party testing agency with their own funds which shall be reviewed by Penn Hills Municipal Engineer and the qualified third (3<sup>rd</sup>) party testing agency shall verify and document the type of fill; the quantity of fill being placed on the property and the date that the fill was brought to the site. In addition, Penn Hills Municipal Engineer shall make periodic inspections to review and verify the fill at the site which shall be paid by the owner of the property.
9. The facility shall open no earlier than 7:00 AM and close no later than 9:00 PM daily.
10. The parking lot shall provide a total of 53 parking spaces, 50 regular parking spaces and 3 ADA parking spaces and parking shall be prohibited along the public streets and along the public right of way for the patrons and employees of the public recreational facility.

NOW, THEREFORE, BE IT RESOLVED at a public meeting duly convened by Mayor and Council that the Municipality of Penn Hills approves this Conditional Use application.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE


\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

# MEMO

## Penn Hills Dept of Planning & Economic Development

---

**To:** Chris Blackwell, Planning Director  
**From:** Meg Balsamico, Principal Planner   
**CC:** Scott Andrejchak, Manager, Penn Hills Planning Commission, Tysen Miller, KU Resources, David Hohman, KU Resources, Dino Folino, FJIC Green, LLC., Anthony Folino, Richard Mantsch, File  
**RE:** **Conditional Use Public Recreational Facility**  
**Date:** April 11, 2024

---

Please schedule the attached Conditional Use Resolution for the April 22, 2024, Mayor and Council meeting for consideration and approval for the proposed Public Recreational Facility for the construction of nine (9) indoor Pickle Ball courts to be located across the street from 1583 Hunter Road in the vicinity of Hunter Road and Colorado Street.

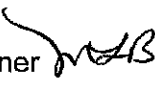
Please contact me if there are any questions or if you need additional information.

MLB/mb



**MUNICIPALITY OF PENN HILLS**  
**PLANNING DEPARTMENT**  
**MEMORANDUM**

**TO:** The Penn Hills Mayor and Council

**FROM:** Meg Balsamico, Principal Planner 

**DATE:** April 10, 2024

**SUBJECT:** Conditional Use Proposed Public Recreational Facility

**APPLICANT:** Tysen Miller, Vice President, Director of Engineering, KU Resources, Agent for the Owner

**OWNER:** Dino Folino of FJIC Green, LLC.

**LOCATION:** In the Vicinity of Hunter Road and Colorado Street

**ZONING:** C, Conservation Zoning District

**LOT AND BLOCK:** #0445-8-57-0000-00, #0444-R-52-0000-00 and #0445-C-277-0000-00

Enclosed in your packet is an application for a request for Conditional Use for your consideration and approval. The property owner is Dino Folino of FJIC Green, LLC. of 109 Dark Hollow Road, Oakmont, PA 15139. Tysen Miller, of KU Resources is Mr. Folino's agent and has submitted the application on his behalf. The applicant is requesting a Conditional Use approval to construct a public recreational facility for nine (9) indoor pickleball courts. The facility will be located across the street from the single-family home located at 1583 Hunter Road and the property is in the vicinity of Hunter Road and Colorado Street. The property is situated in the C, Conservation Zoning District and the lot and block numbers are #0445-B-057-0000-00, #0444-R-052-0000-00 and #0445-C-277-0000-00. The combined size of the three parcels is 36.32 acres +/- . The applicant is also requesting a waiver of section 11.5 D (4) of Ordinance 2420 to allow the parking area to be 80 feet from the existing single-family dwelling located at 1583 Hunter Road where 100 feet is required.

Public Recreational Facilities located in the Conservation Zoning District require Conditional Use approval by the Mayor and Council following the review and recommendation by the Planning Commission. This case was originally scheduled for January 25, 2024, Planning Commission but was tabled at the request of the applicant and rescheduled for the March 21, 2024, Planning Commission meeting. Penn Hills Municipal Solicitor Craig Alexander read the applicant's request into the record. The applicant's agent Tysen Miller presented an overview of the project to the Planning Commission and answered questions about the development. At the conclusion of the March 21st meeting, the Planning Commission voted to recommend that the enclosed Conditional Use Resolution be approved by Penn Hills Mayor and Council with ten conditions. The ten (10) proposed conditions were discussed with the applicant and the applicant's agent during the meeting. A copy of the *draft* of the Planning Commission March 21, 2024, meeting minutes are enclosed for your review. The Planning Commission will vote to approve the minutes at their May 23, 2024 meeting.



The applicant was granted a Conditional Use in January of 2021 for the construction of a soccer facility on this property but due to the challenges of the land that included steep topography, the location of the property in a landslide prone area, the large amount of grading to be completed, the relocation of the gas line and the piping of the stream, the soccer facility was never constructed and the Conditional Use expired in January 2023. This project has been scaled back significantly from what was proposed for the soccer facility. The applicant's engineer completed a preliminary bulk cut/fill analysis and the estimated amount of fill that will be brought to the site will be "100 cubic yards which is estimated to require 7 triaxle dump trucks as each truck can haul about 15 cubic yards of fill". There will be no relocation of the gas line and they are not proposing to pipe the stream. Mr. Miller stated that he estimated that the construction of the pickle ball facility will begin in early 2025 after all of the required permits have been obtained.

In regard to Penn Hills Zoning Ordinance 2420, the following sections apply to the proposed Conditional Use application for a public recreational facility:

Section 5.9 of Penn Hills Zoning Ordinance 2420 states the following:

"C District Permitted Uses - The C Conservation District is intended to encourage the conservation of certain lands within the Municipality where the economics of building and supplying public services and facilities argue against the most usual type of building development; where only high expenditures for grading, increased foundation costs and other additional site preparations will make the land more buildable; where commercial and industrial uses of the land are prohibited; and to discourage any use because its character or location within the district would create requirements and costs for public services substantially in excess of such requirements and costs in areas of the Municipality where land is not of the same physical character.

The lands within this district are identified by studies within the Penn Hills Land Use Policy Plan as lands possessing physical features presenting potential hazards to development. These features include, but are not limited to:

- Steep slopes (slopes in excess of 25%)
- Slide-prone soils
- Flood-prone areas
- Undermined areas

As it may be demonstrated that lands in this district can be utilized for more intensive uses, consideration may be given to a change of zoning classification as may be appropriate for the area and in accordance with the Comprehensive Plan for the Municipality.

The following uses are permitted in a C District. No uses are permitted to be conducted in the public right-of-way. Structures and uses not clearly permitted in a C District are prohibited.

5.9.A. The permitted uses in a C District are the same as permitted in an R-1 District which are:

5.1.A. The permitted uses in an R-1 District are:

- (1) Single-family residences
- (2) Agriculture/gardening
- (3) Accessory uses
- (4) Signs as permitted in Section 9
- (5) Farms and farm animals on parcels of five acres or more
- (6) No-Impact Home Occupation

A Conditional Use approval is required for a public recreational facility in the C, Conservation Zoning District. Section 5.20 of Ordinance 2420 states the following:

5.20 C District, Conditional Uses - The approval of conditional uses by the Council is regulated by the applicable provisions of Section 11 of this ordinance.

5.20.A. The following uses are conditional uses in a C District:

- (1) Public and private recreational facilities

The Conditional Use requirements are listed in Section 11 of Penn Hills Zoning Ordinance 2420 state the following:

11.1 Purpose - Uses that are designated as conditional uses are generally compatible with other land uses permitted in a zoning district, but, because of their unique characteristics or potential impacts on the surrounding neighborhood or municipality as a whole, require a determination of appropriateness at a particular location proposed. Such individual consideration may include the imposition of conditions in order to ensure the appropriateness of the use on any particular parcel of land and the compatibility of the use with adjacent uses. Conditional use approval may only be granted for those uses which are expressly listed as conditional uses in the zoning district in which the use is proposed.

All previously designated conditional uses are subject to the following express conditions and procedures:

11.2 Conditional Uses - Conditions - Conditional uses shall fulfill all applicable conditions, as follows:

- 11.2.A. Compliance with the provisions of Section 16 of this ordinance and submission and approval of a preliminary plan and final plan, if requested.
- 11.2.B. Compliance with any other conditions imposed by provisions of this ordinance regarding the particular conditional use.
- 11.2.C. Any other applicable regulations, whether in this or any other Penn Hills ordinance, or any county, state, or federal regulations.
- 11.2.D. Any other conditions imposed by the Council, which are deemed necessary for protection of the public health, safety, or welfare.
- 11.2.E. The Council may increase or decrease bulk and area regulations, performance standards, and parking requirements that might otherwise be applicable for permitted uses.

The specific conditions for Public Recreational Facilities as stated in Section 11.5D of Ordinance 2420 are:

11.5.D. Public and Private Recreation Facilities

- (1) Direct access to an arterial or collector street.
- (2) Minimum lot size - two (2) acres.
- (3) A minimum of 30% of the site shall be preserved as undeveloped open space.
- (4) Structures and parking areas must be located a minimum of one hundred (100) feet from any existing single-family home.
- (5) Recreation facilities must be adequately buffered from adjacent properties by elevation, landscaping, fencing, etc.
- (6) The Municipality may impose limitations on operating hours to protect adjacent properties.

The property owners are proposing to construct a pre-engineered 23,040 square foot pre-engineered insulated metal building to house nine indoor pickle ball courts, restrooms, 2 retaining walls, 2 parking lots will be constructed: 1 parking lot with 19 parking spaces and 1 ADA parking space and 1 parking lot with 31 parking spaces and 2 ADA parking spaces for a total of 50 regular parking spaces. Section 10.1 D provides the requirement for the number of parking spaces and there is no specific requirement for pickle ball, racquet ball or tennis courts but based on section 10.1D (19), Other - for all uses which could not reasonably be placed in one of the classifications stated in the Ordinance, the required number of spaces shall be determined by the Planning Commission. The applicant's engineer based the parking calculations on a minimum of 4 cars per court which would total 36 spaces and parking for 5 employees totaling 41 spaces which would leave 9 spaces open for players waiting to play for a total of 50 spaces plus 3 ADA parking spaces for a total of 53 parking spaces. Concerns about parking problems caused by early arrivals and late departures at the facility were discussed. It was recommended by the Planning Department and the Planning Commission that the property owners of the facility address this by having the manager of the facility schedule the rentals allowing sufficient time between appointments so that this does not occur, and the applicant's agent agreed with this. Following the discussion, the Planning Commission found that the proposed number of parking spaces would be acceptable.

The applicant is also requesting a waiver of section 11.5 D (4) of Ordinance 2420 to allow the parking area to be 80 feet from the existing single-family dwelling located at 1583 Hunter Road where 100 feet is required. This is shown on the drawings submitted by the applicant. The applicant has proposed to plant a heavy buffer of evergreen trees, shrubs, and deciduous trees to buffer the parking lot from the neighboring single-family home. The landscaping shall be maintained on a continual basis and shall be replaced as needed. The property owner, Mr. Richard Mantsch who resides at 1583 Hunter Road was mailed an agenda for the Planning Commission meeting, a copy of the Planning Department's recommendation memo to the Planning Commission and a copy of this memo has also been copied to Mr. Mantsch.

At the March 21, 2024, Planning Commission meeting eight (8) people spoke in opposition to the applicant's request. Comments and questions included the need for the facility in a quiet residential area, noise issues, speeding on Hunter Road, the poor condition of Hunter Road and the potential for damage to the road from construction vehicles, concerns about the location of the entrance to the facility being near a sharp bend on Hunter Road creating hazardous conditions to people traveling to and from the facility and to those traveling along Hunter Road that may increase traffic accidents on Hunter Road, will a traffic study be done and how much will the traffic increase, the lighting on the property, the negative impact to the Penn Forest Natural Burial Cemetery, concerns with the type of fill and whether hazardous construction materials will be in the fill that may damage natural environmental resources and nearby streams, the dimensions of the pickle ball courts and the space requirements, grant funding for the facility and how will the remainder of the property be used.

Hunter Road is a state road and, the Planning Department recommended the following condition: The property owner or their agent shall obtain a Highway Occupancy Permit from PennDOT for Hunter Road, (PA State Route 2080), prior to the start of any grading work, the placement of fill on the property or site preparation work to the property and if required by PennDOT a traffic study shall be completed and a bond shall be provided by the property owner to PennDOT for any damages to the road that may be caused during the grading or construction phase. The Planning Department contacted PennDOT and Hunter Road is a posted road with a vehicle weight limit restriction and the property owner is required to bond the road during construction. The email correspondence between PennDOT and the Planning Department was forwarded to Mr. Folino and Mr. Miller. The applicant and his agent agree with this condition and will comply with PennDOT's permitting and bonding requirements, and the traffic study will be part of the land development submittal.

During the discussion at the Planning Commission meeting, the applicant's agent Tysen Miller agreed to address the residents' and the Planning Commission's concerns about the location of the entrance to the property when the land development application is submitted to the Planning Commission.

There is no available sewage on the property and the applicant, and his engineer have proposed a holding tank for the sewage which will have to be pumped out and hauled away by a company. When the applicant was proposing to construct the soccer fields this was proposed and discussed with the Allegheny County Plumbing Division. They will have to obtain approval and the required permits from the Allegheny County Health Department's Plumbing Division.

If the Conditional Use is approved, the land development plans will have to be approved by the Planning Commission and will have to meet all requirements of Penn Hills Zoning Ordinance #2420, Penn Hills Subdivision and Land Development Ordinance #2136 and Penn Hills Storm Water Management Ordinance #2642.

Mr. Miller asked that Condition #8 on the draft Resolution prepared by the Planning Department and presented to the Planning Commission be revised. Condition # 8 originally stated, "The property owner or their agent shall hire and pay an inspector with their own funds from the offices of Penn Hills Municipal Engineer to verify and document the type of fill, the quantity of fill being placed on the property and the date the fill was brought to the site. He asked that it be revised to allow them to hire at their expense a qualified 3<sup>rd</sup> party testing agency to monitor the fill. The Planning Department had no objections but asked that Penn Hills Municipal Engineer review the hiring of the 3<sup>rd</sup> party testing agency chosen by the applicant or their agent. The Planning Commission also asked to have in writing that the Penn Hills Municipal Engineer periodically to inspect and verify the work and Mr. Miller had no objection to this.

Condition #9 states that the proposed hours of operation are to be from 7:00 AM until 9:00 PM. Mr. Miller and the applicant requested that the closing time of the facility be changed to 10:00 PM. The Planning Commission members did not change the operating hours.

The applicant's engineer states in the attached narrative that "following the approval of the Conditional Use approval, a full and complete land development application will be submitted, and all required local, state and federal permits will be obtained as required. A site survey and a geotechnical investigation and a slope stability analysis was completed for the prior development and additional geotechnical investigative work will be required for this development to analyze the soils prior to the construction of the proposed building and retaining walls." This will be part of the Environmental Report that is required to be completed per Section 16.3 of PH Zoning Ordinance 2420 and Section 8.17 of PH Subdivision and Land Development Ordinance # 2136.

The applicant and his engineer were advised by the Planning Department that the submittals for the land development application will be reviewed by Penn Hills Municipal Engineer to ensure that they are in compliance with Penn Hills Ordinances and the applicant's agent had no objections to this.

The Planning Commission advised the residents to contact Code Enforcement during the grading, the construction phase, and when the facility is open and operating with any complaints regarding this development.

At the conclusion of the meeting, condition #8 was revised and the following was read into the record, "The property owner or their agent shall hire and pay a qualified third (3<sup>rd</sup>) party testing agency with their own funds which shall be reviewed by Penn Hills Municipal Engineer and the qualified third (3<sup>rd</sup>) party testing agency shall verify and document the type of fill being placed on the property and the date that the fill was brought to the site. In addition, Penn Hills Municipal Engineer shall make periodic inspections to review and verify the fill at the site which shall be paid by the owner of the property.

The five (5) Planning Commissioners voted in favor of recommending to Penn Hills Mayor and Council that the attached Resolution for the Conditional Use Application be approved with the ten (10) conditions identified including the amendment to condition #8 as read into the record.

MLB/mb

CC: The Penn Hills Planning Commission, Tysen Miller, KU Resources, David Hohman, KU Resources, Mr. Dino Folino, FJIC Green, LLC., Mr. Anthony Folino, Mr. Richard Mantsch, File



**Municipality of Penn Hills**  
102 Duff Road, Penn Hills, PA 15235 Phone: 412-342-1172  
Penn Hills Department of Planning



**UNIVERSAL APPLICATION FORM  
PROPERTY/LAND USE**

**Note: Please Print or Type This Application**

**APPLICANT:**

Name: Tysen O. Miller PE Telephone Number: 412-469-9331  
Address & Zip Code: KU Resources, Inc. 22 S Linden St., Duquesne, PA 15110  
Relationship to Owner of Record: Project Engineer  
Email: tmiller@kuresources.com

---

**OWNER OF RECORD OF SUBJECT PROPERTY:**

Name: FJ IC Green, LLC Telephone Number: 412-287-9281  
Address & Zip Code: 109 Dark Hollow Road, Oakmont, PA 15139  
Relationship to Owner of Record: Owner  
Email: dfolino@afolino.com

---

**PROPERTY INFORMATION:**

Present Zoning: C Lot & Block #: 445-B-57, 444-R-52, & 445-C-277  
Location: Hunter Road, Verona, PA 15147  
Nature of Structures on Property: None

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Lot Area (Sq. Ft.) 1,585,100 Width: 1,400 +/- Depth: 800 +/-

Present Use: Vacant

Proposed Use: Public Recreational Facilities\*

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**APPLICANT'S NARRATIVE/EXPLANATION OF REQUEST:**

Per Zoning Ordinance Section 11.5.D for Public and Private Recreational Facilities, the proposed development meets all required conditions, with the exception of parking located within 100' of an existing residence. Min. lot size is met, min. open space is met, structures setback is met, adequate landscape buffers are proposed, and the applicant understand the limitation of operating hours maybe implemented. For more detailed information please see the included narrative and drawings.

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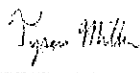
Updated 07/30/2020

\*Revised 12/20/2023

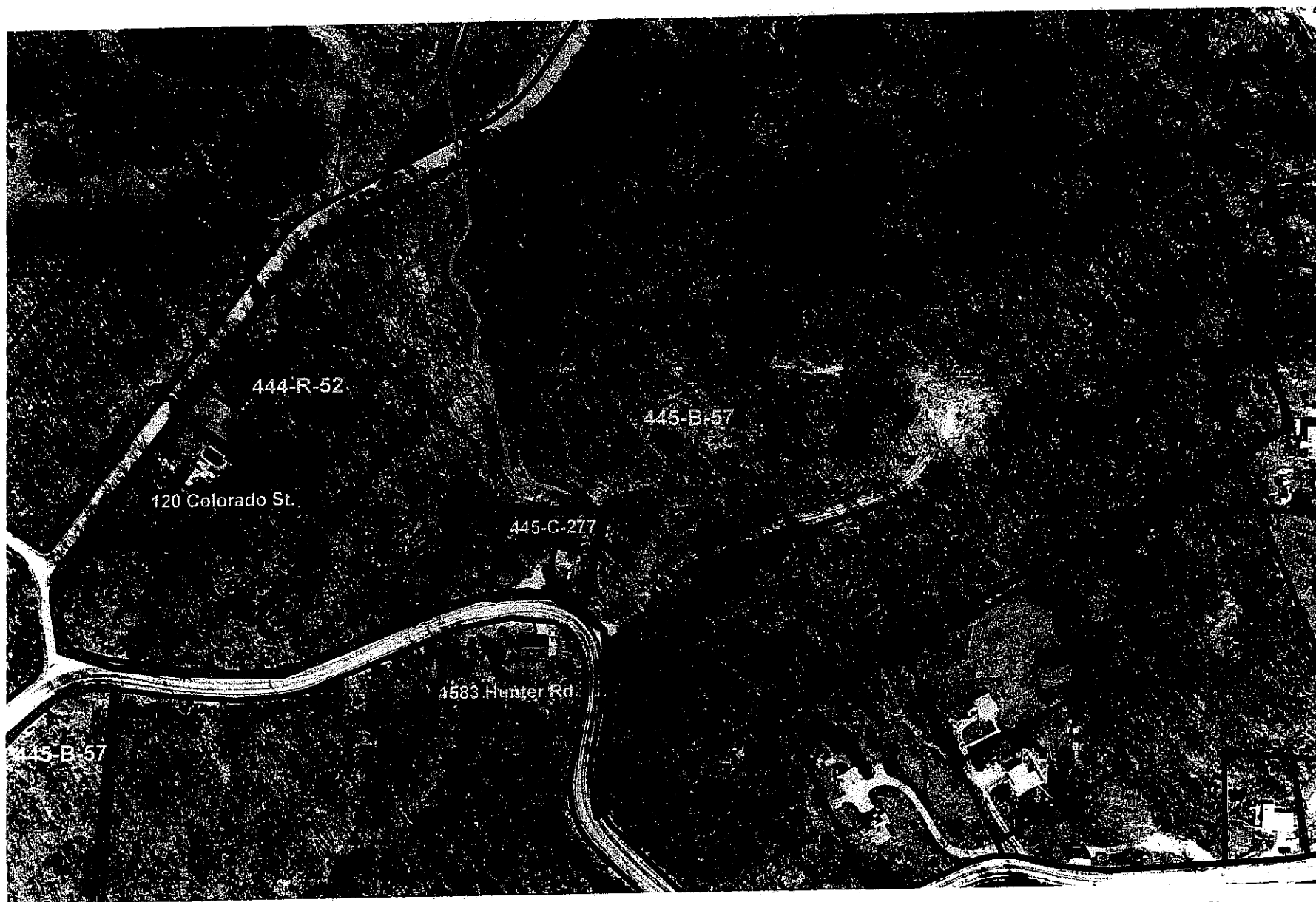
- ☐ Approval of Site Plan
- ☐ Subdivision Application
- ☐ Home Occupation – Submit Home Occupation Addendum w/Universal Application
- ☐ Home Occupation/No Impact Submit Home Occupation Addendum w/Universal Application
- ☐ Conditional Use/Planned Unit Residential Development
- ☒ Conditional Use/Other
- ☐ Zoning Amendment
- ☐ Curative Amendment / Council
- ☐ Curative Amendment / Zoning Hearing Board
- ☐ Non-Conforming Use Registration
- ☐ Special Exception
- ☐ Variance
- ☐ Temporary Use
- ☐ Appeal
- ☒ other See Modification Request form for Waiver regarding parking
- 

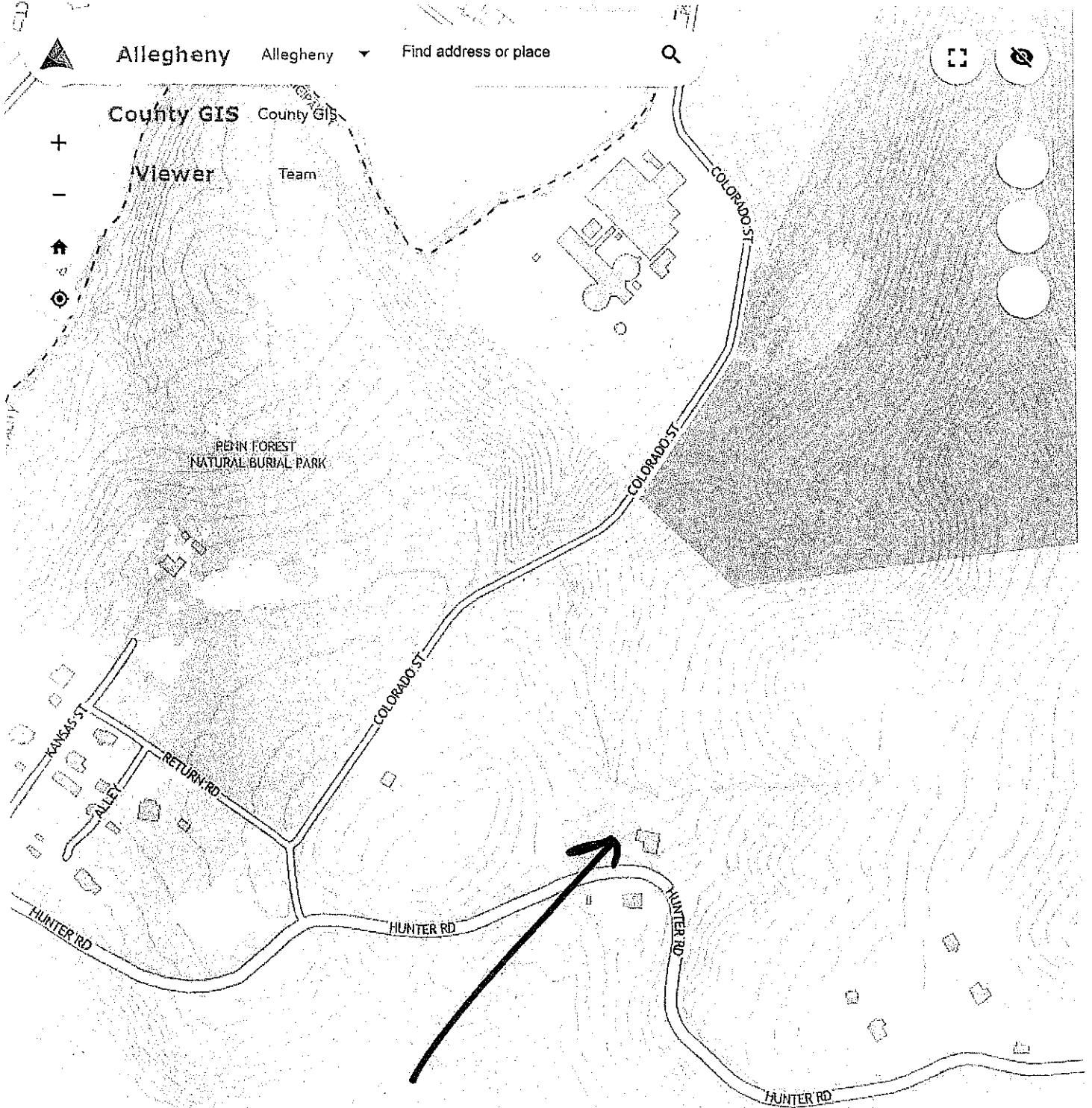
**CERTIFICATION OF AUTHORIZATION BY OWNER:**

I certify that I am either the owner or have been authorized by the owner to submit this application.  
I also certify that I am aware of applicable Penn Hills Ordinance and that they are available for review  
in the office of the Penn Hills Department of Planning and Economic Development.

 Tysen Miller, Project Engineer  
\_\_\_\_\_  
Signature of Owner or Agent (PHOTO ID REQUIRED)

12-15-2023  
\_\_\_\_\_  
Date of Application





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300ft



**CONDITIONAL USE APPLICATION  
PENN HILLS PICKLEBALL FACILITY  
MUNICIPALITY OF PENN HILLS  
ALLEGHENY COUNTY, PENNSYLVANIA**

*Prepared for:*  
**FOLINO CONSTRUCTION, INC.  
109 DARK HOLLOW ROAD  
OAKMONT, PENNSYLVANIA 15139**

*Prepared by:*  
**KU RESOURCES, INC.  
22 SOUTH LINDEN STREET  
DUQUESNE, PENNSYLVANIA 15110**

**DECEMBER 2023**



**KU Resources, Inc.**  
Innovative Solutions. Outstanding Support.

22 South Linden Street Duquesne PA 15110  
412.469.9331 412.469.9336 fax  
© 2023 KU Resources, Inc. All Rights Reserved.

## INTRODUCTION

This Conditional Use Application has been prepared by KU Resources, Inc., on behalf of Folino Construction, Inc., in anticipation of the proposed pickleball development located at the Site. The Site includes parcels 445-B-57, 444-R-52, and 445-C-277 (34.51, 1.76, and 0.05 acres respectively), in the Municipality of Penn Hills, Allegheny County, Pennsylvania (Site). The site is bound by Hunter Road to the south, Colorado Street to the west and north, and wooded land to the east and resides in Zoning District C.

The Site is currently a heavily wooded area north of Hunter Drive in Penn Hills. The Site lies within the Plum Creek watershed. An existing house was demolished in 2018.

Both historically and currently, the Site is a wooded area north of Hunter Drive in Penn Hills. The Site is bound by Hunter Road to the south, Colorado Street to the west and north, and wooded land to the east. According to the Federal Emergency Management Agency, the portion of the Site that is to be re-developed is not located within the 100-year flood zone.

The topographic features of the Site are shown on the included figures herein. Overall, the Site slopes from the south to north. The Site is within the Plum Creek watershed and drains to an Unnamed Tributary of Plum Creek, which is classified by the PADEP as warm water fishes (WWF), but not high quality (HQ) or exceptional value (EV).

## CONDITIONAL USE REQUIREMENTS

Per Zoning ordinance section 5.9 C District Permitted Uses the permitted uses in a C District are the same as permitted uses in an R-1 District. Below is the list Permitted uses of R-1 District:

- Single-family residences
- Agriculture/gardening
- Accessory uses
- Signs as permitted in Section 9
- Farms and farm animals on parcels of 5 acres or more
- No-Impact Home Occupation

The proposed development, a public\* recreational facility, does not meet any of the approved uses for the C zoning district and thus will require the review and approval of a Conditional Use Application. Per Zoning ordinance section 5.12 R-1, District Conditional Uses are regulated by the applicable provisions in Section 11 of the ordinances. Per Zoning ordinance section 5.20.A(1), public and private recreational facilities are a permitted Conditional Use in the C District and is regulated by the applicable provisions of Section 11. The conditions and our proposed responses to meet Section 11.5.D Public and Private Recreation Facilities are:

1. Direct access to an arterial or collector street: The proposed development will have direct access to Hunter Road. It is anticipated that a PennDOT Highway Occupancy Permit will be required.



2. The preparation of the said permit had begun in 2021 with the now defunct Soccer Development and, will be revised and coordinated with PennDOT as required. The Municipality will be kept abreast of its status.
3. Minimum lot size – two (2) acres: The lot size of the proposed re-development is approximately 36.3 acres.
4. A minimum of 30% of the Site shall be preserved as undeveloped open space: The proposed re-development will only impact approximately 2.0 acres leaving roughly 94% of the total property undeveloped (34.3 acres).
5. Structures and parking areas must be located a minimum of one hundred (100) feet from an existing single-family home: The closest existing single-family home is located across Hunter Road at 1583 Hunter Road, Verona, PA 15147. The distance between this residence and any proposed structure is greater than 100) feet. A variance will be requested for the proposed parking that will be within 100'. A heavy evergreen buffer will be placed in this area.
6. Recreation facilities must be adequately buffered from adjacent properties by elevation, landscaping, fencing, etc.: The proposed development will be partially buffered by the existing topography of the Site. Additionally, there will be an elevation difference between Hunter Road and the proposed development; the development is anticipated to be at a higher elevation. Lastly, there will be a heavy evergreen landscape buffer between the proposed facility, the parking, and Hunter Road.
7. The Municipality may impose limitation on operating hours to protect adjacent properties: It is understood by Folino Construction that there could be limitations on the operating hours, should it be necessary to protect adjacent properties.

## PROPOSED RE-DEVELOPMENT

It is the intent to create a quality indoor pickleball facility which will support the local community for years to come. The proposed facility would include approximately nine (9) pickleball courts and the supporting ancillary facilities. The number of people playing pickleball grew by 159% over three years to 8.9 million in 2022, according to the Sports & Fitness Industry Association, and interest is rapidly growing in western Pennsylvania creating the need for more pickleball courts in the area.

## PROPOSED RE-DEVELOPMENT AMENITIES

The proposed development amenities include a paved parking area for the players (estimated at 4 cars/court, equaling 45 spaces) and for staff (estimated at 5 spaces for a total of 50 spaces). This includes the minimum required (2) ADA parking spots. An access drive from Hunter Road will connect to two small parking lots that will have concrete sidewalks to connect visitors to the building entrances. Several retaining walls will be needed to create the proposed areas to avoid impact top the existing stream buffer and to reduce the amount of overall disturbance.

## ENVIRONMENTAL

Unlike the proposed 2021 soccer development, this proposed facility will not impact the existing on-site stream and will not impact the 35' stream buffer zone. No stream-specific permitting is anticipated.



## **ENGINEERING/PERMITTING**

Following the submission, review, and approval of this Conditional Use Application, a full and complete Land Development Application will be submitted to the Municipality, as well as all required local, state, and federal permits which will be required to complete the proposed re-development. Field work was done previously for the site survey and geotechnical investigation/slope stability analysis. Additional geotech investigation will be required for this development to analyze the soils at the proposed building and retaining walls.



## DRAWINGS



## FOLINO PICKLEBALL

**Generated:** 2023-12-15 10:11:32**By user:** jcritchfield

**Drawing:** K:\Clients\Folino Construction\FOL23477PHPR - Penn Hills Pickleball  
 Revisions\CADD\KU-Xref\K:\Clients\Folino Construction\FOL23477PHPR - Penn Hills  
 Pickleball Revisions\CADD\KU-Xref\X-REF-DSN-23477.dwg

Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
EW-EG-FG	full	1.000	1.000	41565.49	2201.21	2300.37	99.15<Fill>

	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	41565.49	2201.21	2300.37	99.15<Fill>

\* Value adjusted by cut or fill factor other than 1.0

Preliminary bulk cut/fill analysis indicates approx.  
 100CY shortage of fill, which could be borrowed on-site  
 from other areas of the property. If this amount of soil  
 were required to be trucked in, it would only require  
 approx. 7 triaxle dump trucks, as each truck can haul  
 about 15 CY.

Legal Advertisement to be published in the Pittsburgh Post-Gazette Regular Legal Section on April 7, 2024, and on April 14, 2024

**LEGAL AD  
MUNICIPALITY OF PENN HILLS  
MAYOR AND COUNCIL MEETING**

A public meeting will be held on April 22, 2024, at 7:00 PM, in the Penn Hills Municipal Building, 102 Duff Rd. Pgh., PA 15235 to consider approval of a conditional use for the construction of an indoor public recreational facility and a waiver of section 11.5 D (4) of Ordinance 2420 for parking to be 80 ft. from a single-family home where 100 ft. is required. Property is in the vicinity of Hunter Rd. & Colorado St. in the C, Conservation Zoning District, lot & block numbers are 445-B-057, 444-R-52 & 445-C-277. Information may be obtained by contacting 412-342-1174. Any person with a disability requiring accommodation at the meeting is to call 412-342-1174, 48 hours before the meeting. Hearing impaired may contact the Municipality through the State Relay Office at 1-800-654-5984 or 711.





# Cut/Fill Report FOLINO PICKLEBALL

**Generated:** 2023-12-15 10:11:32

**By user:** jcritchfield

**Drawing:** K:\Clients\Folino Construction\FOL23477PHPR - Penn Hills Pickleball  
Revisions\CADD\KU-Xref\K:\Clients\Folino Construction\FOL23477PHPR - Penn Hills  
Pickleball Revisions\CADD\KU-Xref\X-REF-DSN-23477.dwg

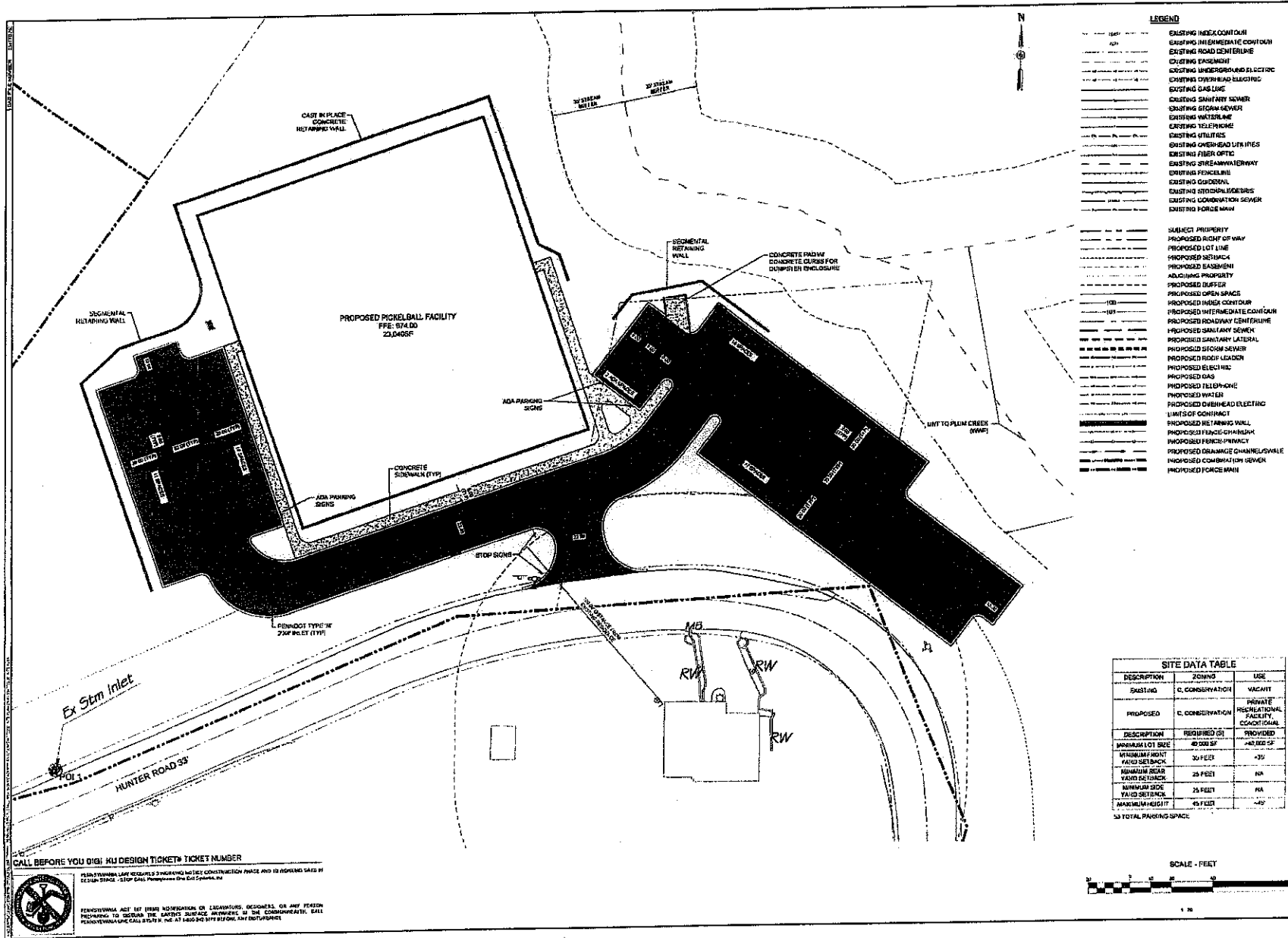
Volume Summary							
Name	Type	Cut Factor	Fill Factor	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
EW-BG-FG	full	1.000	1.000	41565.49	2201.21	2300.37	99.15<Fill>

Totals				
	2d Area (Sq. Ft.)	Cut (Cu. Yd.)	Fill (Cu. Yd.)	Net (Cu. Yd.)
Total	41565.49	2201.21	2300.37	99.15<Fill>

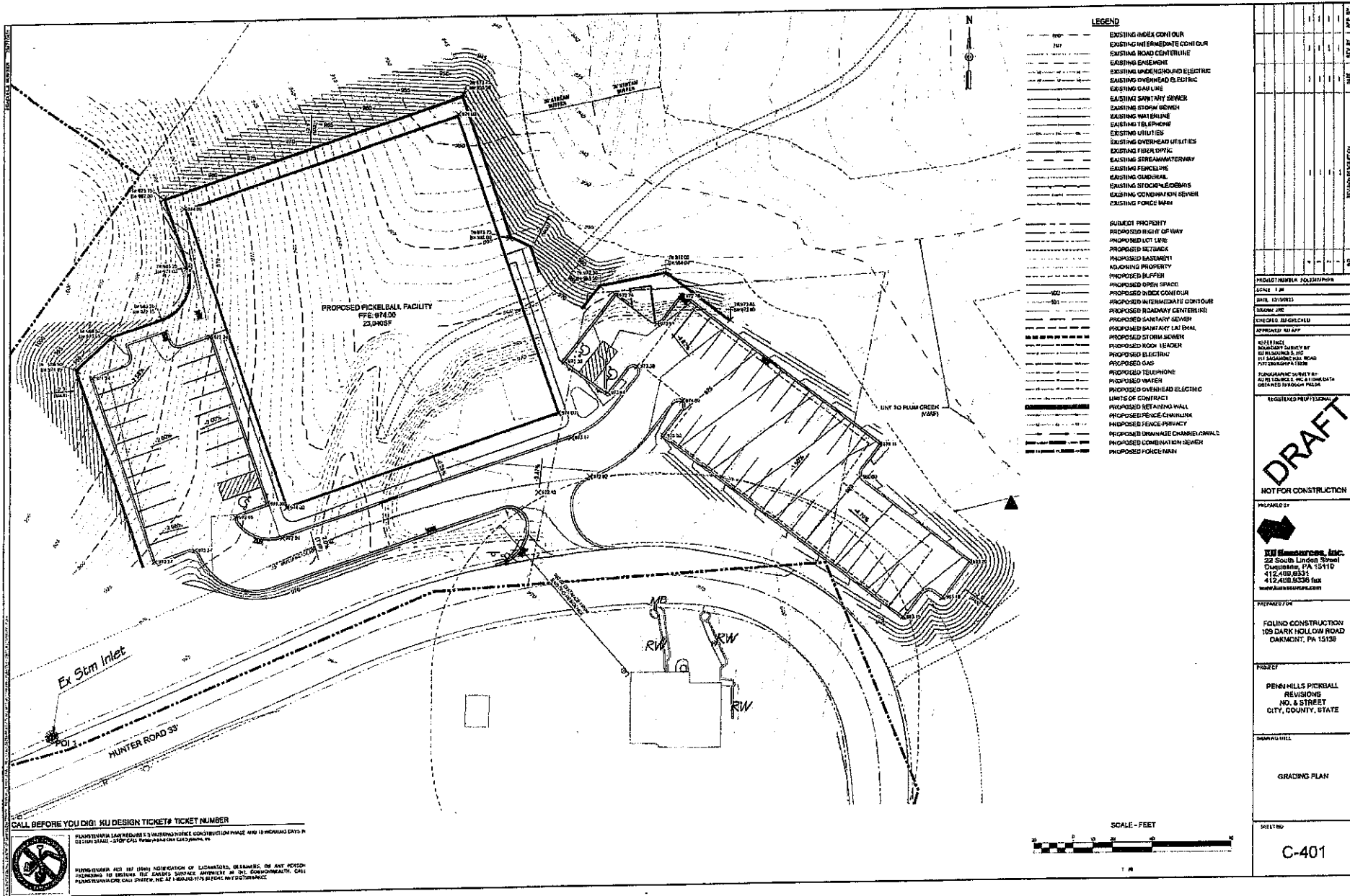
\* Value adjusted by cut or fill factor other than 1.0

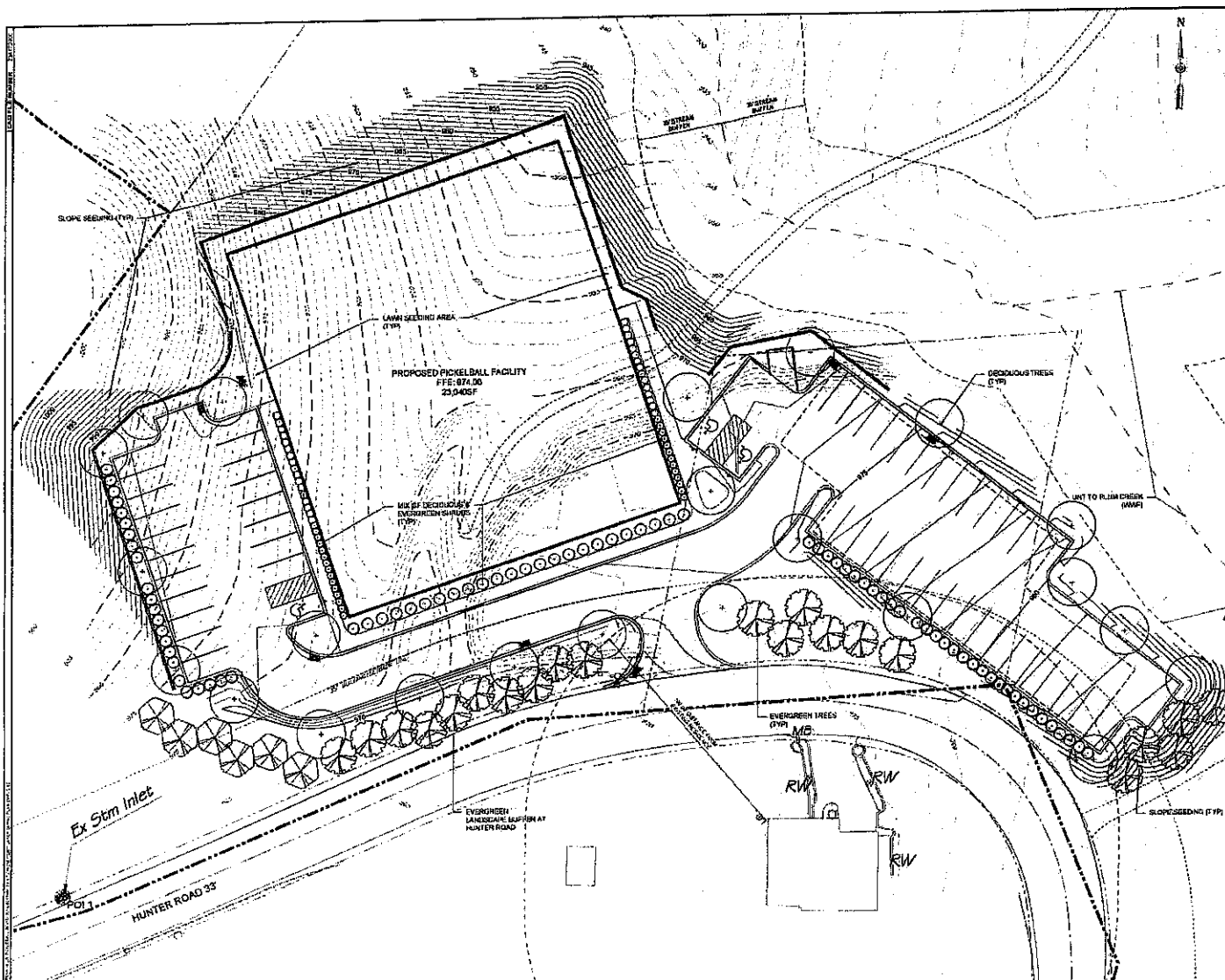
Preliminary bulk cut/fill analysis indicates approx. 100CY shortage of fill, which could be borrowed on-site from other areas of the property. If this amount of soil were required to be trucked in, it would only require approx. 7 triaxle dump trucks, as each truck can haul about 15 CY.





PROJECT NUMBER	104247000
SCALE	1" = 20'
DATE	12/04/2023
DESIGNED BY	W. H. H. H.
CHECKED BY	W. H. H. H.
APPROVED BY	W. H. H. H.
ATTACHED SURVEY BY SURVEYING INC. 1175 LAMAR AVENUE PITTSBURGH, PA 15222 TOPOGRAPHIC SURVEY BY SURVEYING INC. 1175 LAMAR AVENUE PITTSBURGH, PA 15222 REGISTERED PROFESSIONAL DRAFT NOT FOR CONSTRUCTION PROJECT KJH Development, Inc. 777 South Linden Street Duquesne, PA 15110 412.488.9331 412.488.9332 fax www.kjhdevelopment.com PROJECT SITE FOLIO 104247000 100 DUNK HOLLOW ROAD OAKMONT, PA 15139 PROJECT PENN HILLS PICKLEBALL REVISIONS NO. & STREET CITY, COUNTY, STATE DRAWING TITLE SITE PLAN SHEET NO C-201	





**LEGEND**

---	EXISTING INDEX CONTOUR
---	EXISTING INTERSTATE CONTOUR
---	EXISTING ROAD CENTERLINE
---	EXISTING EASEMENT
---	EXISTING UNDERGROUND ELECTRIC
---	EXISTING OVERHEAD ELECTRIC
---	EXISTING GAS LINE
---	EXISTING SANITARY SEWER
---	EXISTING STORM SEWER
---	EXISTING WATERLINE
---	EXISTING TELEPHONE
---	EXISTING UTILITIES
---	EXISTING OVERHEAD UTILITIES
---	EXISTING FIBER OPTIC
---	EXISTING STREAM/WATERWAY
---	EXISTING FENCELINE
---	EXISTING GROUNDWATER
---	EXISTING STORM/SEWER
---	EXISTING COMBINATION SEWER
---	EXISTING 1" GAGE MAIN
---	SUBJECT PROPERTY
---	PROPOSED RIGHT OF WAY
---	PROPOSED LOT LINE
---	PROPOSED SETBACK
---	PROPOSED EASEMENT
---	ADJOINING PROPERTY
---	PROPOSED BUFFER
---	PROPOSED OPEN SPACE
---	PROPOSED INDEX CONTOUR
---	PROPOSED INTERSTATE CONTOUR
---	PROPOSED ROADWAY CENTERLINE
---	PROPOSED SANITARY SEWER
---	PROPOSED SANITARY LATERAL
---	PROPOSED STORM SEWER
---	PROPOSED INDEX SEWER
---	PROPOSED ELECTRIC
---	PROPOSED GAS
---	PROPOSED TELEPHONE
---	PROPOSED WATER
---	PROPOSED OVERHEAD ELECTRIC
---	LIMIT OF CONTRACT
---	PROPOSED RETAINING WALL
---	PROPOSED FENCE LINE/RAIL
---	PROPOSED FENCE PRIVACY
---	PROPOSED DRAINAGE CHANNEL/RAIL
---	PROPOSED COMBINATION SEWER
---	PROPOSED FORCE MAIN

PROJECT NUMBER: C-901	
SCALE: 1" = 20'	DATE: 10/10/2013
OWNER: INC.	
DESIGNED BY: C-901	
APPROVED: ALL	
REFERENCE: PENN HILLS PICKBALL NO. 8 STREET CITY, COUNTY, STATE	
FORWARDED TO: 103 DARK HOLLOW ROAD DANKMONT, PA 15138	
FOR CONSTRUCTION: 103 DARK HOLLOW ROAD DANKMONT, PA 15138	
PROJECT OF: PENN HILLS PICKBALL NO. 8 STREET CITY, COUNTY, STATE	
SHEET NO: LANDSCAPING PLAN	
C-901	

CALL BEFORE YOU DIG! KU DESIGN TICKETS! TICKET NUMBER

FOR INFORMATION OF SUBMITTER: CONSTRUCTION PHASE AND 10 WORKING DAYS IN ADVANCE OF CONSTRUCTION. 103 DARK HOLLOW ROAD DANKMONT, PA 15138

FOR INFORMATION OF SUBMITTER: CONSTRUCTION PHASE AND 10 WORKING DAYS IN ADVANCE OF CONSTRUCTION. 103 DARK HOLLOW ROAD DANKMONT, PA 15138





**March 21, 2024**  
**PLANNING COMMISSION MEETING**  
**7:34 P. M.**

**PRESENT:**

Mr. Brodnicki - Planning Commissioner  
Mr. Schaaf - Planning Commissioner  
Mr. Chiappinelli - Planning Commissioner  
Dr. Kincaid - Planning Commissioner  
Ms. King - Planning Commissioner  
Craig Alexander – Attorney for Penn Hills  
Meg Balsamico - Planning Dept.  
Danielle Ohm – Court Reporter  
P. Jacquie Pierre-Small – Secretary

Call to Order

Pledge

Roll Call

There being no addition or deletion to the minutes, a motion was made by Ms. King to approve the minutes for the 2/22/2024 meeting. The motion was seconded by Dr. Kincaid.

The minutes were approved by a 5 – 0 vote.

A motion was made by Dr. Kincaid to take the Conditional Use Proposed Public Recreational Facility off the table. The motion was seconded by Mr. Brodnicki.

The request to take Conditional Use Proposed Public Recreational Facility off the table was approved by a 5 – 0 vote.

A summary of the Planning Department's recommendation memo to the Planning Commission is below.

The applicant's agent Tysen Miller of KU Resources requested that this case be tabled and rescheduled for the March 21<sup>st</sup> Planning Commission meeting. I have enclosed the minutes from the January 25, 2024, Planning Commission meeting for your information and a copy of the email correspondence between Tysen Miller and myself concerning the applicant's request to table. I also enclosed the email correspondence from PennDOT regarding the bonding requirement for Hunter Road for the construction of the pickle ball facility.

Please refer to your packet from the January 25<sup>th</sup> meeting for the information pertaining to this case. The Planning Department's recommendation remains the same and is attached along with a copy of the draft resolution to be approved by the Mayor and Council.

The Planning Commission's meeting agenda was mailed to surrounding property owners on Hunter Road, Colorado Street, Kansas Street, Greenridge Drive, Ryans Lane, Oakview Drive, and Blanchar Drive as I did for the January 25, 2024, PC meeting.

The applicant and their agent(s) have reviewed the ten recommended conditions and are in agreement with the conditions. The recommended conditions meet the requirements of Penn Hills Zoning Ordinance 2420, Penn Hills Subdivision and Land Development Ordinance 2136, Penn Hills Storm Water Ordinance 2642 and Penn Hills Grading Ordinance

The Planning Department recommends approval of the Conditional Use request and offers the following motion: **With ten (10) conditions.**

- 1. The proposed project shall meet all portions of Section 11 of Penn Hills Zoning Ordinance 2420, Conditional Uses. A modification of Section 11.5 D. (4) of Penn Hills Zoning Ordinance 2420 shall be granted to permit the parking lot to be located 80 feet from the single-family home located at 1583 Hunter Road where 100 feet is required provided that a landscaped buffer is maintained and shall be planted between the parking lot and the property line as depicted on the landscape plan submitted by KU Resources, the property owner's agent.**
- 2. The property owner or their agent shall submit a land development plan to the Penn Hills Planning Commission for consideration and approval which shall meet all requirements of Penn Hills Zoning Ordinance #2420, Penn Hills Subdivision and Land Development Ordinance #2136, Penn Hills Storm Water Management Ordinance #2642, and shall include the submittal of a survey of the property/existing conditions plan, a site plan, a landscaping plan, a grading plan, a stormwater management plan, an erosion, sediment control plan, a lighting plan, a utility plan and the property owner shall comply with any additional conditions that the Planning Commission deems as necessary to protect the public health, safety and general welfare.**
- 3. The property owner or their agent shall submit an Environmental Report that will include an Environmental Impact Statement to the Planning Commission with the land development application that shall be in accordance with Section 16 of Ordinance 2420 and section 8.17 of Ordinance 2136.**
- 4. The property owner or their agent shall obtain a revision to their NPDES Permit from the Allegheny County Conservation District and the property owner or their agent shall obtain a permit for the sewage holding tank from the Plumbing Division of the Allegheny County Health Department.**
- 5. Following the approval of the land development plans, a grading permit, and a building permit shall be obtained from the Penn Hills Department of Code Enforcement, and all**



required local, state, and federal permits shall be obtained prior to the start of any grading work, the placement of fill on the property or site preparation work to the property. Upon completion of the construction of the facility, an occupancy permit shall be obtained from the Penn Hills Department of Code Enforcement prior to the opening of the facility.

6. The property owner shall submit a performance bond that is equal to 110% of the project cost which shall be submitted with the grading and building permit application.
7. The property owner or their agent shall obtain a Highway Occupancy Permit from PennDOT for Hunter Road, (PA State Route 2080), prior to the start of any grading work, the placement of fill on the property or site preparation work to the property, and if required by PennDOT a traffic study shall be completed and a bond shall be provided by the property owner to PennDOT for any damages to the road that may be caused during the grading or construction phase.
8. The property owner or their agent shall hire and pay an inspector with their own funds from the offices of Penn Hills Municipal Engineer to verify and document the type of fill, the quantity of fill being placed on the property and the date that the fill was brought to the site.
9. The facility shall open no earlier than 7:00 AM and close no later than 9:00 PM daily.
10. The parking lot shall provide a total of 53 parking spaces, 50 regular parking spaces and 3 ADA parking spaces and parking shall be prohibited along the public streets and along the public right of way for the patrons and employees of the public recreational facility.

**Attorney Alexander** presented **Conditional Use Proposed Public**

**Recreational Facility**, which was tabled at the January 25, 2024, Planning Commission Meeting at the request of the applicant has been rescheduled for the 3/21/2024 meeting. Tysen Miller of KU Resources, agent for the applicant, Dino Folino of FJIC Green, LLC located at 109 Dark Hollow Rd. Oakmont, PA 15139 is requesting Conditional Use approval to construct an indoor Public Recreational Facility for nine (9) indoor pickleball courts. In addition, the applicant is also requesting a waiver of Section 11.5 D (4) of Ordinance 2420 to allow the parking area to be 80 feet from the existing single-family dwelling located at 1583 Hunter Road where 100 feet is required. The facility will be located in the vicinity of Hunter Road and Colorado Street in the C, Conservation Zoning District. The lot and block numbers are #0445-B-057- 000-00, #0444-R-052-0000-00 and #0445-C-277-0000-00.

**Tysen Miller, KU Resources, Agent for the Owner:**

Different recreational use, vegetation/streams will not be affected.

Less environmental impact.

The building will be approximately twenty-three thousand square feet.

Nine (9) Indoor pickle ball courts.

Fifty-three (53) parking spaces will be provided.

Stormwater management will be addressed with the land development application.

**Mr. Schaaf:**

Square & rectangular buildings – 64 x 396

The actual size of courts is 64 x 34.

Space of the exterior of each court

Court certain size with bounds, width might change.

Membership needed.

Restrict parking.

**Ms. Balsamico:**

Private vs public recreational facility explained.

No Membership required – Public facility is open to anyone who pays the rental fee.

Landscaping per Ordinance.

Screen parking from adjacent home at 1583 Hunter Road.

**Mr. Chiappinelli:**

Fitting in the community.

Level off property.

Fill from property.

Inspection if not.

**Ms. King:**

Condition number eight (8) language was amended, inspector with their own funds from the offices of Penn Hills Municipal Engineer to verify and document the type of fill.

**Mr. Miller:**

Condition #9, The facility shall open no earlier than 7:00 A. M. and close no later than 9:00 P.M. daily. Would like to change the hours of operation to 7:00 A. M. to 10:00 P. M.

**Ms. Balsamico:**

There are single family dwellings surrounding the facility.

Closes at 9:00 P. M. everyone will be out by 10:00 P. M.

**Mr. Chiappinelli:**

Creates noise, best time of operation is to close at 9:00 P. M.

Prefab – metal building with insulation.

**Open Discussion with the following audience members.**

**Tina Ward of 2988 Greenridge Dr.**

Forty (40) year resident.

Very much against this development.

Hunter Road was not built for traffic from the facility.

To go to work she wakes up at 3:00 A. M. and goes to bed at 6:00 P. M.

Greenridge is above the proposed development and is concerned about the traffic and noise.

**Kaylee Gruby of 227 Kansas St.**

Natural elements parks.

VOPP Trail Connector.

Green burial cemetery.

Huge concerns with Construction material at the dump site.

Pickle ball court in Verona. No need to build another in Penn Hills.

**Kristen Hohman of 1790 Hunter Rd.**

Concurs with concerns already mentioned.

Who will operate the facility – Folino Construction?

Facility will it overcrowd the residential area.

Concern of additional traffic on Hunter Road.

**Kelly Manning of 2984 Greenridge Dr.**

Concern how much more traffic can be expected.

**Mr. Miller:**

Traffic study is part of land development.

Twenty (20) minutes to an hour per game.

**Mary Karlheim of 109 Blanchar Dr.**

The Greenridge Plan residents can hear the noise from Hunter Road.

Agrees with 9:00 P. M. closing time.

Hunter Road keeps falling, it was closed twice already.

**Mr. Chiappinelli:**

People will try to park on Colorado Street. He wants the entrance on Hunter to be moved and relocated away from the sharp bend.

**Ms. Balsamico:**

PennDOT – The Property owner will be required to post a Bond for damage to Road.

**Greg Swatchick: of 648 Gramac Ln.**

The dimensions of pickle ball court need to meet space requirements.

Grant money for public facility not opposed to him making money for the pickle ball facility but what is the difference as far as flow of money goes?

Anticipation for the use of the rest of the land.

**Jason Ott of 227 Kansas St.**

Driving on Hunter Road for six (6) years, the road is very hazardous.

Sounds come through the valley.

Main concern is traffic noise.

Nine (9) courts bring a lot of traffic.

**Kaylee Gruby of 227 Kansas St.**

Deer crossing along Hunter Road and the increase of traffic will cause more accidents.

**Charlie Obecky of 231 Kansas St.**

People flying out of Penn Hills Park assuming they will do the same thing coming out of the Pickle Ball court. See it every day.

Lights on all night?

**Planning Commission members and Ms. Balsamico discussed with Mr. Miller their concerns.**

Vacant land with little taxes, building on property with more taxes.

Report problems to Penn Hills Planning and Code Enforcement Departments.

Most pickle ball players are retired.

Conditional Use is good for two (2) years.

Indoor pickle ball courts in Plum & Harmar.

Outdoor pickle ball courts in Monroeville & Verona.

All requirements are met.

Construction trucks in entrance, traffic control will be handled by Penn Hills, third party or the applicant?

The owner will hire a flagger company during the construction phase. A HOP from Penn Dot. will be obtained for the new entrance.

Gully & creek disturbance movement i.e. flooding.

Thirty-six (36) acres environmental study was done previously, refer to drawing.

The applicant asked for revisions to conditions #8 & #9.

Agrees with the proposed ten (10) conditions.

Impressed with the developer and engineer.

Cemetery complaint of runoff should go to (WPCD), Penn Hills Water Pollution Control Department.

**Ms. King**, point of order engineer wants condition #8 changed how can that be done?

**Ms. Balsamico** read the changes to **Condition # 8:**

**"The property owner or their agent shall hire and pay a qualified third (3<sup>rd</sup>) party testing agency with their own funds which shall be reviewed by Penn Hills Municipal Engineer and the qualified third (3<sup>rd</sup>) party testing agency shall verify and document the type of fill; the quantity of fill being placed on the property and the date that the fill was brought to the site. In addition, Penn Hills Municipal Engineer shall make periodic inspections to review and verify the fill at the site which shall be paid by the owner of the property."**

**Mr. Chiappinelli:**

The hours of operation will not change from closing at 9:00 P. M.

Closing time is staying at 9:00 P. M.

A motion was made by Ms. King to recommend to Mayor and Council that this Conditional Use for the Proposed Public Recreational Facility application be approved with the ten (10) conditions including the amendment Ms. Balsamico read into the minutes for condition #8.

The motion was seconded by Dr. Kincaid.

The motion was passed with the amended condition by a 5 – 0 vote.

- 1. The proposed project shall meet all portions of Section 11 of Penn Hills Zoning Ordinance 2420, Conditional Uses. A modification of Section 11.5 D. (4) of Penn Hills Zoning Ordinance 2420 shall be granted to permit the parking lot to be located 80 feet from the single-family home located at 1583 Hunter Road where 100 feet is required provided that a landscaped buffer is maintained and shall be planted between the parking lot and the property line as depicted on the landscape plan submitted by KU Resources, the property owner's agent.**
- 2. The property owner or their agent shall submit a land development plan to the Penn Hills Planning Commission for consideration and approval which shall meet all requirements of Penn Hills Zoning Ordinance #2420, Penn Hills Subdivision and Land Development Ordinance #2136, Penn Hills Storm Water Management Ordinance #2642, and shall include the submittal of a survey of the property/existing conditions plan, a site plan, a landscaping plan, a grading plan, a stormwater management plan, an erosion, sediment control plan, a lighting plan, a utility plan and the property owner shall comply with any additional conditions that the Planning Commission deems as necessary to protect the public health, safety and general welfare.**
- 3. The property owner or their agent shall submit an Environmental Report that will include an Environmental Impact Statement to the Planning Commission with the land development application that shall be in accordance with Section 16 of Ordinance 2420 and section 8.17 of Ordinance 2136.**
- 4. The property owner or their agent shall obtain a revision to their NPDES Permit from the Allegheny County Conservation District and the property owner or their agent shall obtain a permit for the sewage holding tank from the Plumbing Division of the Allegheny County Health Department.**
- 5. Following the approval of the land development plans, a grading permit, and a building permit shall be obtained from the Penn Hills Department of Code Enforcement, and all required local, state, and federal permits shall be obtained prior to the start of any grading work, the placement of fill on the property or site preparation work to the property. Upon completion of the construction of the facility, an occupancy permit shall be obtained from the Penn Hills Department of Code Enforcement prior to the opening of the facility.**
- 6. The property owner shall submit a performance bond that is equal to 110% of the project cost which shall be submitted with the grading and building permit application.**

- 7. The property owner or their agent shall obtain a Highway Occupancy Permit from PennDOT for Hunter Road, (PA State Route 2080), prior to the start of any grading work, the placement of fill on the property or site preparation work to the property, and if required by PennDOT a traffic study shall be completed and a bond shall be provided by the property owner to PennDOT for any damages to the road that may be caused during the grading or construction phase.**
- 8. The property owner or their agent shall hire and pay a qualified third (3<sup>rd</sup>) party testing agency with their own funds which shall be reviewed by Penn Hills Municipal Engineer and the qualified third (3<sup>rd</sup>) party testing agency shall verify and document the type of fill; the quantity of fill being placed on the property and the date that the fill was brought to the site. In addition, Penn Hills Municipal Engineer shall make periodic inspections to review and verify the fill at the site which shall be paid by the owner of the property.**
- 9. The facility shall open no earlier than 7:00 AM and close no later than 9:00 PM daily.**
- 10. The parking lot shall provide a total of 53 parking spaces, 50 regular parking spaces and 3 ADA parking spaces and parking shall be prohibited along the public streets and along the public right of way for the patrons and employees of the public recreational facility.**

There being no other business a motion was made by Dr. Kincaid to adjourn the meeting and was seconded by Mr. Brodnicki.

The meeting was adjourned at 8:56 P. M.

**Thursday, 1/25/2024**  
**PENN HILLS PLANNING COMMISSION MEETING MINUTES**  
**7:30 P. M.**

Present:

Dr. Kincaid  
Mr. Schaaf  
Mr. Brodnicki  
Ms. King  
Mr. Chiappinelli  
Ms. Chelsea Dice, Penn Hillis Attorney  
Ms. Amber Garbinski, Court Reporter  
Meg Balsamico, Planning Dept., Municipal Planner  
P. Jacquie Pierre-Small, Secretary

Call to Order  
Pledge  
Roll Call

**Mr. Chiappinelli**, Welcome to the new Board Member Mr. Brodnicki, former Penn Hills Council Member and Penn Hills resident.

A motion was made by Dr. Kincaid to approve the minutes of the 11/16/2023 Planning Commission meeting. The motion was seconded by Mr. Schaaf.

The minutes were approved by a 3 – 2 vote with Mr. Brodnicki and Ms. King abstaining because they were not in attendance at the 11/16/2023 meeting.

**The reorganization of the Board Members:**

A motion was made by Ms. King to nominate Mr. Chiappinelli for Board Chairman.  
The motion was seconded by Dr. Kincaid.  
The nomination of Mr. Chiappinelli as Board Chairman was carried by a 5 – 0 vote.

A motion was made by Mr. Chiappinelli to nominate Ms. King for Board Chairwoman.  
The motion was seconded by Mr. Schaaf.  
The nomination of Ms. King as Board chairwoman was approved by a 5 – 0 vote.

**Mr. Chiappinelli presented Conditional Use Proposed Public Recreational Facility in the Vicinity of Hunter Road and Colorado Street.**

The applicant Tysen Miller, Vice President, Director of Engineering, KU Resources, Agent for the Owner, Dino Folino of FJIC Green, LLC sent an email to Meg Balsamico stating Mr. Folino has requested that his case be tabled until the March 21, 2024, Planning Commission meeting.

Mr. Miller also left her a voice mail message and explained that Mr. Folino was out of town and needed more time to review the application packet and drawings prepared by KU Resources.

The March Planning Commission meeting was originally scheduled for March 28, 2024, which is Holy Thursday, and it has been rescheduled for March 21, 2024, and will begin at 7:30P. M.

A motion was made by Ms. King to table the **Conditional Use Application for the Proposed Public Recreational Facility**, until the March 21, 2024, Planning Commission meeting.

The motion was seconded by Dr. Kincaid.

Mr. Swatchick – 648 Gramac Ln. – questioned if there'll be two (2) Planning Commission meeting in March 2024.

The motion to table the **Conditional Use Application** was approved by a 5 – 0 vote.

The March Planning Commission meeting was originally scheduled for March 28, 2024, which is Holy Thursday, and it has been rescheduled for March 21, 2024, and will begin at 7:30 P. M.

**Meg** will send notices and agendas to the residents.

**Dr. Kincaid** Welcomed new Board Member Mr. Brodnicki, former Penn Hills Co Council Member.

Mr. Brodnicki thanked everyone.

A motion was made by Dr. Kincaid to adjourn the meeting.  
The motion was seconded by Mr. Brodnicki.

The meeting was adjourned at 7:45 P. M.



**MUNICIPALITY OF PENN HILLS**

**Resolution No. 2024-19**

**A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING THE PENN HILLS PHASE XVI 2024 SEWER REPAIR CONTRACT A TO SOLI CONSTRUCTION, INC. IN THE TOTAL AMOUNT OF \$222,745 AND CONTRACT B TO JET JACK, INC. IN THE TOTAL AMOUNT OF \$427,435**

**WHEREAS**, the Municipality of Penn Hills received proposals for the Penn Hills Phase XVI Sewer Repair Contracts A & B 2024 on March 29, 2024; and,

**WHEREAS**, the lowest responsible bidder for Contract A is Soli Construction, Inc. 120 Tropiano Lane, Irwin, PA 15642. Contract B is Jet Jack, Inc. 5020 Thoms Run Road, Oakdale, PA 15071.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY OF PENN HILLS, IN A MEETING DULY CONVENED THE FOLLOWING:**

1. The Municipality of Penn Hills awards Contract A to Soli Construction, Inc., and Contract B to Jet Jack, Inc. for the Penn Hills Phase XVI 2024 Sewer Repair Contracts as follows:
  - a. Contract A in the amount of \$222,745
  - b. Contract B in the amount of \$427,435

Based on the proposals submitted on March 29, 2024.

2. Authorizing the proper Municipal Official to release payment as periodically submitted and approved by the Project Coordinator.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS TWENTY SECOND DAY OF APRIL 2024.

By:



Pauline Calabrese  
Mayor

4-25-24  
Date

ATTEST:



Scott Andrejchak  
Municipal Manager

4-25-24  
Date



# GATEWAY ENGINEERS

A FULL-SERVICE CIVIL ENGINEERING COMPANY



100 McMorris Road  
Pittsburgh, PA 15205



412-921-4030



GatewayEngineers.com

4/1/2024

Municipality of Penn Hills

102 Duff Road

Pittsburgh, PA 15235

ATTN: Jennifer Sarver, Director, Water Pollution Control Department

RE: Penn Hills Phase XVI 2024 Sewer Repair Contracts A & B  
Bid Recommendations

Dear Jenn,

As you are aware, bids were received and opened March 29, 2024, for the Penn Hills Phase XVI 2024 Sewer Repair Contracts. Four (4) bids for Contract A and three (3) bids for Contract B were submitted via PennBid for the opening. Based on the bid tabulation prepared by PennBid for the Penn Hills Phase XVI 2024 Sewer Repair Contracts, Gateway has verified that the low bid for Contract A from Soli Construction, Inc. in the amount of \$222,745.00, and the low bid from Jet Jack, Inc., in the amount of \$427,435.00, for Contract B were responsive to the bid request.

Enclosed for your reference is the Bid Tabulation prepared by PennBid, and formatted by Gateway, detailing the unit prices for all the bids. Based on this tabulation, Gateway recommends that Council award the Penn Hills Phase XVI 2024 Sewer Repair Contract A to Soli Construction, Inc., in the amount of \$222,745.00. and Contract B to Jet Jack, Inc., in the amount of \$427,435.00.

Please feel free to contact me directly if you have any questions.

Sincerely,

THE GATEWAY ENGINEERS, INC.

Adam W. Gephart

Project Manager

Enclosure

cc: Scott Andrejchak, Municipal Manager  
Sheree Strayer, Finance Director  
Richard D. Minsterman, P.E., Municipal Engineer

G:\Projects\66000 Penn Hills\66041 Consent Order Assessment\2024 O&M WPCD\2405 Repairs\Docs\Engineering\Specifications and Bidding\Bid Opening\2024 Sewer Repair Contracts Recommendation Letter.docx

FULL-SERVICE CIVIL ENGINEERING

ASSET MANAGEMENT • ENVIRONMENTAL • GEOTECHNICAL

LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • SURVEYING • TRANSPORTATION

**RECORD OF BIDS**

Municipality of Penn Hills  
102 Duff Road  
Penn Hills, PA 15235-0029

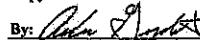
The Gateway Engineers, Inc.  
100 McMorris Road  
Pittsburgh, PA 15205

**Phase XVI 2024 Sewer Repair Contracts, Contract A - Excavation Contract  
C-68041-2405**

Bids Received:  
March 29, 2024 at 10:30 A.M.

BIDDERS				Solt Construction, Inc. 120 Tropiano Lane Irwin, PA 15642		State Pipe Services, Inc. 7587 Franklin Road Cranberry Township, PA		Jet Jack, Inc. 5020 Thoms Run Road Oakdale, PA 15071		Quigley Development, Inc. 211 Lescott Road Pittsburgh, PA 15241	
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Base Bid											
1	8"-10" Sanitary Sewer Point Repair, Critical Settlement Area, 0'-8" in depth, complete in place	L.F.	70	\$300.00	\$21,000.00	\$750.00	\$52,500.00	\$750.00	\$52,500.00	\$350.00	\$24,500.00
2	8"-10" Sanitary Sewer Point Repair, Critical Settlement Area, 8.1'-12" in depth, complete in place	L.F.	20	\$350.00	\$7,000.00	\$750.00	\$15,000.00	\$900.00	\$18,000.00	\$450.00	\$9,000.00
3	8"-10" Sanitary Sewer Point Repair, Non-critical Settlement Area, 0'-8" in depth, complete in place	L.F.	55	\$275.00	\$15,125.00	\$550.00	\$30,250.00	\$600.00	\$33,000.00	\$275.00	\$15,125.00
4	8"-10" Sanitary Sewer Point Repair, Non-critical Settlement Area, 8.1'-12" in depth, complete in place	L.F.	35	\$315.00	\$11,025.00	\$350.00	\$19,250.00	\$800.00	\$28,000.00	\$385.00	\$13,475.00
5	8"-10" Sanitary Sewer Point Repair, Non-critical Settlement Area, over 16.1' in depth, complete in place	L.F.	10	\$500.00	\$5,000.00	\$550.00	\$5,500.00	\$1,100.00	\$11,000.00	\$1,000.00	\$10,000.00
6	12"-15" Sanitary Sewer Point Repair, Critical Settlement Area, 8.1'-12" in depth, complete in place	L.F.	10	\$600.00	\$6,000.00	\$800.00	\$8,000.00	\$800.00	\$8,000.00	\$1,500.00	\$15,000.00
7	Wye Branch - SDR-35 or SDR-26 PVC, all depths, complete in place	EA.	5	\$350.00	\$1,750.00	\$400.00	\$2,000.00	\$1,000.00	\$5,000.00	\$2,800.00	\$14,000.00
8	Sanitary Sewer Laterals, Critical settlement, All Diameters, All Depths, complete in place	L.F.	15	\$30.00	\$450.00	\$60.00	\$900.00	\$200.00	\$3,000.00	\$2,000.00	\$30,000.00
9	Sanitary Sewer Laterals, Non-critical settlement, All Diameters, All Depths, complete in place	L.F.	5	\$30.00	\$150.00	\$60.00	\$300.00	\$150.00	\$750.00	\$2,500.00	\$12,500.00
10	Sanitary Sewer Heavy Cleaning (All Diameters), complete in place	L.F.	10	\$6.00	\$60.00	\$10.00	\$100.00	\$5.00	\$50.00	\$800.00	\$8,000.00
11	8"-18" Storm Sewer Repair - critical settlement, all depths, complete in place	L.F.	5	\$30.00	\$150.00	\$100.00	\$500.00	\$400.00	\$2,000.00	\$950.00	\$4,750.00
12	Construct New Pre-Cast Sanitary Manhole - critical settlement, 0'-8" in depth, complete in place	EA.	2	\$6,700.00	\$13,400.00	\$7,500.00	\$15,000.00	\$8,000.00	\$16,000.00	\$9,500.00	\$19,000.00
13	Construct New Pre-Cast Sanitary Manhole - critical settlement, additional vertical feet over 8' in depth, complete in place	V.F.	2	\$200.00	\$400.00	\$300.00	\$600.00	\$300.00	\$1,000.00	\$400.00	\$800.00
14	Concrete Encasement for Utilities, complete in place	L.F.	6	\$5.00	\$30.00	\$20.00	\$120.00	\$100.00	\$600.00	\$875.00	\$5,250.00
15	Rain Conductor Repair, complete in place	L.F.	10	\$1.00	\$10.00	\$1.00	\$10.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00
16	Manhole Lid and Frame Replacement, complete in place	EA.	2	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$1,200.00	\$2,400.00
17	Locate Buried Manholes to Adjust to Grade, complete in place	V.F.	20	\$300.00	\$10,000.00	\$100.00	\$2,000.00	\$650.00	\$13,000.00	\$550.00	\$11,000.00
18	Installation of Outside Drop Connection, up to 8 V.F., complete in place	EA.	2	\$1,300.00	\$2,600.00	\$100.00	\$200.00	\$2,500.00	\$5,000.00	\$4,500.00	\$9,000.00
19	Bituminous Driveway Restoration, complete in place	S.Y.	12	\$40.00	\$480.00	\$100.00	\$1,200.00	\$35.00	\$660.00	\$1,018.00	\$12,216.00
20	Bituminous Curb Restoration, complete in place	L.F.	65	\$1.00	\$65.00	\$40.00	\$2,600.00	\$10.00	\$650.00	\$28.00	\$1,820.00
21	Trench Repeating in Bituminous Roadway, complete in place	S.Y.	50	\$50.00	\$4,500.00	\$120.00	\$6,000.00	\$65.00	\$3,250.00	\$1,040.00	\$52,000.00
22	Aggregate Driveway Restoration, complete in place	S.Y.	15	\$400.00	\$6,000.00	\$10.00	\$150.00	\$20.00	\$300.00	\$120.00	\$1,800.00
23	Concrete Driveway Restoration, complete in place	S.Y.	15	\$200.00	\$3,000.00	\$100.00	\$1,500.00	\$200.00	\$3,000.00	\$350.00	\$5,250.00
24	Concrete Sidewalk Restoration, complete in place	S.F.	60	\$20.00	\$1,200.00	\$25.00	\$1,500.00	\$22.00	\$1,320.00	\$100.00	\$6,000.00
25	Concrete Curb Restoration, complete in place	L.F.	5	\$40.00	\$200.00	\$10.00	\$50.00	\$90.00	\$450.00	\$750.00	\$3,750.00
26	Restoration of Landscaped Wall, complete in place	S.F.F.	25	\$70.00	\$1,750.00	\$5.00	\$125.00	\$40.00	\$1,000.00	\$150.00	\$3,750.00
27	Restoration of Disturbed Lawn Areas, additional repairs only, complete in place	EA.	1	\$200.00	\$200.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00
28	Guard Rail Removal/Replacement, complete in place	L.F.	35	\$70.00	\$2,450.00	\$250.00	\$8,750.00	\$80.00	\$2,800.00	\$125.00	\$4,375.00
29	Trench Repeating - Brick Driveway, complete in place	S.Y.	10	\$200.00	\$2,000.00	\$2.00	\$20.00	\$150.00	\$1,500.00	\$400.00	\$4,000.00
30	Fence Removal and Replacement, complete in place	L.F.	115	\$60.00	\$6,900.00	\$2.00	\$230.00	\$50.00	\$5,750.00	\$85.00	\$9,775.00
31	Crew Time, complete in place	HR.	4	\$600.00	\$2,400.00	\$400.00	\$1,600.00	\$650.00	\$2,600.00	\$650.00	\$2,600.00
32	Pre-CTV Repair Location Determination, complete in place	EA.	26	\$300.00	\$7,800.00	\$400.00	\$10,400.00	\$500.00	\$13,000.00	\$1,423.00	\$36,998.00
33	Post-Repair Sanitary Sewer Inspections and Light Cleaning, complete in place	L.F.	4650	\$3.00	\$13,950.00	\$4.00	\$18,600.00	\$4.00	\$18,600.00	\$8.00	\$37,200.00
34	Traffic Control and Resident Notification, complete in place	L.S.	1	\$30,000.00	\$30,000.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00
35	Emergency Mobilization, complete in place	EA.	1	\$300.00	\$300.00	\$100.00	\$100.00	\$2,500.00	\$2,500.00	\$1,500.00	\$1,500.00
36	Lawn and Repair Access Restoration, complete in place	L.S.	1	\$35,000.00	\$35,000.00	\$100.00	\$100.00	\$5,000.00	\$5,000.00	\$25,000.00	\$25,000.00
37	Removal of Existing Tree 12" - 24" in Diameter, as directed	EA.	2	\$2,000.00	\$4,000.00	\$100.00	\$200.00	\$2,500.00	\$5,000.00	\$2,500.00	\$5,000.00
38	Removal of Existing Tree greater than 24" in Diameter, as directed	EA.	1	\$3,000.00	\$3,000.00	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
39	Work On, Under or Adjacent to Railroad Property, Complete In Place	EA.	1	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$45,000.00	\$45,000.00	\$20,000.00	\$30,000.00
Base Bid Total					\$222,745.00		\$224,555.00		\$322,280.00		\$477,834.00

Certified As A Correct  
Copy Of All Bids Received

By: 

\*Apparent low bidder

Date: 04/01/2024



# GATEWAY ENGINEERS

The Gateway Engineers, Inc.  
100 McMorris Road  
Pittsburgh, PA 15205

## RECORD OF BIDS

Municipality of Penn Hills  
102 Duff Road  
Penn Hills, PA 15235-0029

Phase XVI 2024 Sewer Repair Contracts, Contract B - MH to MH Lining Contract  
C-68041-2405

Bids Received:  
March 29, 2024 at 10:30 A.M.

BIDDERS				Jet Jack, Inc. 5020 Thorns Run Road Oakdale, PA 15071		Insight Pipe Contracting, LLC 232 E. Lancaster Road Harmony, PA 16037		Snyder Environmental Services, Inc. 270 Industrial Blvd. Kearneysville, WV 25430	
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Base Bid - Contract B									
1	8" CIPP Lining (MH to MH), all depths, complete in place	L.F.	4500	\$45.00	\$202,500.00	\$60.75	\$273,375.00	\$60.00	\$270,000.00
2	10" CIPP Lining (MH to MH), all depths, complete in place	L.F.	650	\$45.00	\$29,250.00	\$68.00	\$44,200.00	\$72.00	\$46,800.00
3	12" CIPP Lining (MH to MH), all depths, complete in place	L.F.	1350	\$60.00	\$81,000.00	\$84.00	\$113,400.00	\$75.00	\$101,250.00
4	15" CIPP Lining (MH to MH), all depths, complete in place	L.F.	175	\$115.00	\$20,125.00	\$109.00	\$19,075.00	\$105.00	\$18,375.00
5	18" CIPP Lining (MH to MH), all depths, complete in place	L.F.	200	\$145.00	\$29,000.00	\$111.00	\$22,200.00	\$110.00	\$22,000.00
6	Removal of Protruding Taps, complete in place	EA.	10	\$150.00	\$1,500.00	\$600.00	\$6,000.00	\$350.00	\$3,500.00
7	Reinstatement of Active Service Laterals, complete in place	EA.	90	\$150.00	\$13,500.00	\$100.00	\$9,000.00	\$105.00	\$9,450.00
8	Grouting of Active Service Laterals, complete in place	EA.	4	\$3,500.00	\$14,000.00	\$884.00	\$3,536.00	\$1,500.00	\$6,000.00
9	8"-24" Sanitary Sewer Heavy Cleaning, complete in place	L.F.	15	\$4.00	\$60.00	\$8.00	\$120.00	\$100.00	\$1,500.00
10	Pre-CCTV Locate for Removed Repair	EA.	2	\$500.00	\$1,000.00	\$400.00	\$800.00	\$1,180.00	\$2,360.00
11	Traffic Control and Resident Notification, complete in place	L.S.	1	\$25,000.00	\$25,000.00	\$4,100.00	\$4,100.00	\$11,500.00	\$11,500.00
12	Emergency Mobilization, complete in place	EA.	1	\$500.00	\$500.00	\$300.00	\$300.00	\$5,000.00	\$5,000.00
13	Work On, Under or Adjacent to Railroad Property, Complete In Place	EA.	1	\$10,000.00	\$10,000.00	\$200.00	\$200.00	\$1.00	\$1.00
Base Bid Total					\$427,435.00		\$496,306.00		\$497,736.00

Certified As A Correct  
Copy Of All Bids Received

By: John L. Smith

\*Apparent low bidder


Date: 04/01/2024

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## INTEROFFICE MEMORANDUM

---

To: Scott Andrejchak, Municipal Manager  
Chuck Kotvas, WPCD Collections Supervisor

From: Jennifer Sarver, WPCD Director 

Date: April 3, 2024

Subject: Penn Hills Phase XVI 2024 Sewer Repair Contracts A and B

---

The WPCD has reviewed the bid tabulations for the Penn Hills Phase XVI 2024 Sewer Repair Contracts A & B and recommend awarding **Contract A** to Soli Construction, Inc. with a low bid of **\$222,745.00**; and **Contract B** to Jet Jack, Inc. with a low bid of **\$427,435.00**.

**Contract A (Excavation):** This project involves approximately thirty-four (34) sanitary sewer point repairs including, but not limited to: sanitary sewer excavation point repairs; replacement of wyes and laterals; manhole installation and repairs; NASSCO complaint post-repair CCTV; location and adjustment of buried sanitary sewer manholes; and all traffic control and restoration of disturbed areas, complete in place. All work will be conducted within the Municipality of Penn Hills. This contract is part of the on-going WPCD Operation & Maintenance (O&M) Program.

**Contract B (MH to MH Lining):** This project involves approximately thirty-eight (38) sanitary sewer CIPP lining repairs (approximately 6,875 L.F. of 8" to 18" MH-MH CIPP repairs) including, but not limited to: sanitary sewer CIPP repair, pre- and post-repair CCTV inspections; internal reinstatement of active service laterals; cutting of protruding taps; light and heavy cleaning; traffic control; and resident notification, complete in place. All work will be conducted within the Municipality of Penn Hills. This contract is part of the on-going WPCD Operation & Maintenance (O&M) Program.

Gateway Engineers also recommends this award in their attached letter.

Funding for these contracts has been budgeted in account #1842918-6519, O&M Plan Compliance / Consent Decree.

**NOTICE TO BIDDERS**  
**MUNICIPALITY OF PENN HILLS**  
**ALLEGHENY COUNTY, PENNSYLVANIA**

Sealed Proposals will be received by the Municipality of Penn Hills through PennBid until **10:30 a.m. prevailing time on Friday, March 29, 2024**, for the following:

**PENN HILLS PHASE XVI 2024 SEWER REPAIR CONTRACTS**

**CONTRACT A – EXCAVATION CONTRACT**

This Contract involves approximately thirty-four (34) sanitary sewer point repairs.

**CONTRACT B – LINING CONTRACT**

This Contract involves approximately thirty-eight (38) sanitary sewer CIPP lining repairs.

**There will be a Penn Hills Phase XVI 2024 Sewer Repair Contracts Mandatory pre-bid meeting on March 19, 2024 at 10:30 A.M. at the Municipal Building Council Chambers, 102 Duff Road, Pittsburgh, PA 15235. Contractors who intend to bid either contract must attend for their bid to be considered as responsive.**

All information, full notice to bidders, addenda, etc., related to this solicitation are available at no cost on the PennBid site ([www.PennBid.net](http://www.PennBid.net)).

All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before **10:30 a.m. prevailing time on Friday, March 29, 2024**. At that time, bids will be opened with results displayed publicly on PennBid.

No calls please.

By: Jennifer Sarver  
Director, Water Pollution Control Department

**Dates of Publication**

March 7, 2024  
March 14, 2024

No.

Term,

**Proof of Publication of Notice in Pittsburgh Post-Gazette**

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss D. Rullo, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

07, 14 of March, 2024

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Sworn to and subscribed before me this day of  
March 14, 2024

Commonwealth of Pennsylvania - Notary Seal  
Amy McCay, Notary Public  
Allegheny County  
My commission expires January 24, 2028  
Commission number 1323004  
Member, Pennsylvania Association of Notaries

**STATEMENT OF ADVERTISING COSTS**  
Penn Hills Municipality  
ATTN: Pam Smeaton  
102 Duff Rd.  
Pittsburgh, PA 15235

To PG Publishing Company  
Total \$786.50

**Publisher's Receipt for Advertising Costs**

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforesaid advertising and publication costs and certifies that the same have been fully paid.

Office  
2201 Sweeney Drive  
Clinton, PA 15026  
legaladvertising@post-gazette.com  
Phone 412-263-1440

PG Publishing Company, a Corporation, Publisher of  
Pittsburgh Post-Gazette, a Newspaper of General Circulation

By

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

Attorney For

**COPY OF NOTICE  
OR PUBLICATION**

**NOTICE TO BIDDERS  
MUNICIPALITY OF PENN  
HILLS  
ALLEGHENY COUNTY,  
PENNSYLVANIA**

Sealed Proposals will be received by the Municipality of Penn Hills through PennBid until 10:30 a.m. prevailing time on Friday, March 29, 2024, for the following:

**PENN HILLS PHASE XVI  
2024 SEWER REPAIR  
CONTRACTS**

**CONTRACT A - EXCAVATION CONTRACT**  
This Contract involves approximately thirty-four (34) sanitary sewer point repairs.

**CONTRACT B - LINING CONTRACT**

This Contract involves approximately thirty-eight (38) sanitary sewer CIPP lining repairs.

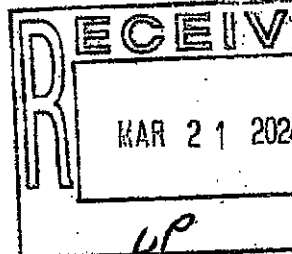
There will be a Penn Hills Phase XVI 2024 Sewer Repair

**Contracts**

Mandatory pre-bid meeting on March 19, 2024 at 10:30 A.M. at the Municipal Building Council Chambers, 102 Duff Road, Pittsburgh, PA 15235. Contractors who intend to bid either contract must attend for their bid to be considered as responsive. All information, full notice to bidders, addenda, etc., related to this solicitation are available at no cost on the PennBid site ([www.PennBid.net](http://www.PennBid.net)). All proposals must be submitted electronically via PennBid ([www.PennBid.net](http://www.PennBid.net)), before 10:30 a.m. prevailing time on Friday, March 29, 2024. At that time, bids will be opened with results displayed publicly on PennBid. No calls please.

Jennifer Sarver  
Director, Water Pollution  
Control Department

1842918-6519  
Post-Gazette  
Advertisement  
PH Phase XVI  
2024  
Sewer  
Repair  
Contract  
Xavier  
4/8/24



**MUNICIPALITY OF PENN HILLS**

**Resolution No. 2024-20**

**A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING THE MULTI MODAL ROAD PROGRAM PHASE II CYCLE III BASE BID AND ALTERNATIVES TO TESCO PAVING CORP. IN THE TOTAL AMOUNT OF \$1,257,428**

**WHEREAS**, the Municipality of Penn Hills solicited and received bids for the Multi-Modal Road Resurfacing Program, Phase 2, Cycle 3 and,

**WHEREAS**, proposals were opened on April 11, 2024 and Tresco Paving, Inc. was the lowest responsive bidder and,

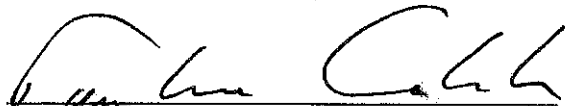
**WHEREAS**, the Municipality has reviewed the submitted proposal and it meets the bid specifications and is recommended for approval, and

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPALITY OF PENN HILLS, IN A MEETING DULY CONVENED THE FOLLOWING:**

1. Ratify a contract with Tresco Paving Corporation in the Total Amount of \$1,257,428
2. Approve periodic payment to the vendor consistent with the terms and conditions of the contract

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS 22<sup>nd</sup> DAY OF APRIL, 2024.

By:



Pauline Calabrese

Mayor

4-25-24  
Date

ATTEST:



Scott Andrejchak  
Municipal Manager

4-25-24  
Date





# GATEWAY ENGINEERS

A FULL-SERVICE CIVIL ENGINEERING COMPANY



100 McMorris Road  
Pittsburgh, PA 15205



412-921-4030



GatewayEngineers.com

4/11/2024

Municipality of Penn Hills  
102 Duff Road  
Penn Hills, PA 15235

ATTN: Scott Shepard, DPW Superintendent

RE: 2024 Penn Hills Multi-Modal Road Program  
C-68066-2024

Dear Scott,

As you are aware, bids were received and opened April 11, 2024, for the 2024 Penn Hills Multi-Modal Road Program. Nine (9) bids, which were properly prepared, were received via PennBid for the opening.

We have reviewed the bid tabulation submitted by Penn Hills staff for the 2024 Penn Hills Multi-Modal Road Program and verified that the low bid from Tresco Paving Corporation, was responsive to the bid request in the following amounts:

Base Bid	\$1,023,677.50
Add Alternate No. 1 – MacFarlane	\$89,005.00
Add Alternate No. 2 – Raithel	\$34,273.25
Add Alternate No. 3 – Cross	\$35,350.25
Add Alternate No. 4 – Xavier	\$75,122.00

Enclosed for your reference is the bid tabulation prepared by Penn Hills staff, and formatted by Gateway, detailing the unit prices for all the bids.

**Based on this tabulation, Gateway recommends that Council award the 2024 Penn Hills Multi-Modal Road Program Base Bid and Add Alternate No. 1 - 4 to Tresco Paving Corporation in the total contract amount of \$1,257,428.00.**

Please feel free to contact me directly if you have any questions.

Sincerely,  
THE GATEWAY ENGINEERS, INC.

Adam W. Gephart  
Project Manager

Cc: Scott Andrejchak, Municipal Manager  
Sheree Strayer, Finance Director  
Richard D. Minsterman, P.E., Municipal Engineer

G:\Projects\68000 Penn Hills\68066 PH MultiModal Grant\2024 PH Multi Modal (Grant 2 Yr III) 2024 Paving Program\Docs\CA\Bid Opening\Bid Recommendation Letter\_2024 MultiModal.docx

FULL-SERVICE CIVIL ENGINEERING

ASSET MANAGEMENT • ENVIRONMENTAL • GEOTECHNICAL

LAND DEVELOPMENT • MUNICIPAL • STRUCTURAL • SURVEYING • TRANSPORTATION



The Gateway Engineers, Inc.  
100 McMorris Road  
Pittsburgh, PA 15205

RECORD OF BIDS  
Municipality of Penn Hills  
102 Duff Road  
Penn Hills, PA 15235

2024 Penn Hills Multi-Modal Road Program  
C-68066-2024  
Bids Received:  
April 11, 2024 at 10:30 AM

BIDDERS				Tresco Paving Corporation 415 Unity Center Road Pittsburgh, PA 15239		Yonahood Paving, Inc. 2516 State Route 18 Warren, PA 16157		A. Folino Construction, Inc. 109 Dark Hollow Road Oakmont, PA 15139		A. Liberoni, Inc. 459 Davidson Road Pitt, PA 15239		Shields Asphalt Paving, Inc. P.O. Box 672 Valencia, PA 16059		El Grande Industries, Inc. 1600 Meldon Avenue Donora, PA 15033		Mele & Mele & Sons, Inc. One Mele Place Bradock, PA 15104		Prosser Asphalt Maintenance, Inc. P.O. Box 8425 New Castle, PA 16107		Phum Contracting, Inc. 864 Craft Road Chesburg, PA 15601	
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Base Bid																					
1	3" (+/-) Roadway Milling and Profiling	S.Y.	40500	\$2.00	\$81,000.00	\$1.79	\$72,495.00	\$2.32	\$93,960.00	\$1.72	\$69,660.00	\$2.30	\$101,250.00	\$3.03	\$123,975.00	\$3.45	\$139,725.00	\$4.25	\$172,125.00	\$3.59	\$145,395.00
2	Soft Spot Repair	S.Y.	2100	\$30.00	\$63,000.00	\$35.00	\$73,500.00	\$51.36	\$107,856.00	\$46.21	\$97,041.00	\$45.00	\$94,500.00	\$38.00	\$80,000.00	\$46.50	\$97,650.00	\$92.00	\$193,200.00	\$94.07	\$197,547.00
3	2" 19mm Superpave Binder Course, PG 64S-22, 0-0.3 ESALs	TON	5450	\$85.00	\$463,250.00	\$85.08	\$468,046.00	\$94.42	\$514,589.00	\$96.05	\$523,472.50	\$85.00	\$463,250.00	\$101.85	\$555,082.50	\$94.50	\$515,025.00	\$105.00	\$572,250.00	\$103.87	\$566,091.50
4	1.5" 9.5mm Superpave Fine Graded Wearing Course, PG 64S-22, 0-0.3 ESALs, SRL "E" or better	S.Y.	40500	\$8.50	\$344,250.00	\$8.45	\$342,225.00	\$8.57	\$347,085.00	\$8.76	\$354,780.00	\$9.00	\$364,500.00	\$9.25	\$374,625.00	\$9.25	\$374,625.00	\$9.86	\$399,330.00	\$10.47	\$424,035.00
5	Blunt-nosed Wedge Curb	L.F.	24150	\$0.23	\$5,434.50	\$0.20	\$4,830.00	\$0.14	\$3,381.00	\$0.17	\$4,165.50	\$0.40	\$9,660.00	\$1.40	\$33,810.00	\$0.25	\$6,037.50	\$0.95	\$22,942.50	\$2.18	\$52,647.00
6	Repair Inlet	E.A.	12	\$800.00	\$9,600.00	\$2,650.00	\$31,800.00	\$1,859.46	\$22,313.52	\$1,433.31	\$17,199.72	\$1,200.00	\$14,400.00	\$1,000.00	\$12,000.00	\$1,850.00	\$22,200.00	\$1,750.00	\$21,000.00	\$3,452.91	\$41,410.92
7	Replace Inlet	E.A.	7	\$3,560.00	\$24,920.00	\$9,820.00	\$68,740.00	\$6,988.23	\$48,917.61	\$7,824.72	\$54,773.04	\$12,000.00	\$84,000.00	\$7,500.00	\$52,500.00	\$7,450.00	\$52,150.00	\$6,500.00	\$45,500.00	\$4,132.24	\$35,925.54
8	6" Underdrain	L.F.	65	\$28.00	\$1,820.00	\$32.00	\$2,080.00	\$30.46	\$1,979.90	\$29.92	\$1,944.80	\$25.00	\$1,625.00	\$35.00	\$2,275.00	\$42.00	\$2,730.00	\$30.00	\$1,950.00	\$67.77	\$4,386.05
9	Concrete Road Drains to Underdrain	E.A.	3	\$1,100.00	\$3,300.00	\$300.00	\$1,500.00	\$104.78	\$314.34	\$462.11	\$1,386.33	\$240.00	\$720.00	\$250.00	\$750.00	\$150.00	\$450.00	\$200.00	\$600.00	\$886.86	\$2,660.58
10	Manhole/Inlet Adjustments	E.A.	10	\$400.00	\$4,000.00	\$430.00	\$4,300.00	\$481.62	\$4,816.20	\$411.00	\$4,110.00	\$240.00	\$2,400.00	\$300.00	\$3,000.00	\$450.00	\$4,500.00	\$475.00	\$4,750.00	\$1,058.63	\$10,586.30
11A	Traffic Control, Resident Notification and Restoration - Northmont Drive Clearview to Terminus	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$3,929.98	\$3,929.98
11B	Traffic Control, Resident Notification and Restoration - Greenview: Northmont to Terminus	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$3,375.00	\$3,375.00	\$6,250.00	\$6,250.00	\$5,000.00	\$5,000.00	\$3,929.98	\$3,929.98
11C	Traffic Control, Resident Notification and Restoration - Cameron: Stiller to Crescent Gardens	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$4,875.00	\$4,875.00	\$13,500.00	\$13,500.00	\$5,000.00	\$5,000.00	\$4,255.77	\$4,255.77
11D	Traffic Control, Resident Notification and Restoration - Crescent Gardens: Stiller to Cameron	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$12,000.00	\$12,000.00	\$39,750.00	\$39,750.00	\$5,000.00	\$5,000.00	\$7,534.17	\$7,534.17
11E	Traffic Control, Resident Notification and Restoration - Black Oak: Crescent Gardens to Terminus	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$1,500.00	\$1,500.00	\$2,650.00	\$2,650.00	\$5,000.00	\$5,000.00	\$4,092.87	\$4,092.87
11F	Traffic Control, Resident Notification and Restoration - Mayesek: Crescent Gardens to Terminus	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$1,125.00	\$1,125.00	\$2,300.00	\$2,300.00	\$5,000.00	\$5,000.00	\$3,929.98	\$3,929.98
11G	Traffic Control, Resident Notification and Restoration - White Birch: Crescent Gardens to Terminus	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$750.00	\$750.00	\$1,785.00	\$1,785.00	\$5,000.00	\$5,000.00	\$5,569.18	\$5,569.18
11H	Traffic Control, Resident Notification, and Restoration - Line Oak: Cameron to Crescent Gardens	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$3,000.00	\$3,000.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$4,911.45	\$4,911.45
11I	Traffic Control, Resident Notification, and Restoration - Valencia: Hamill to Terminus	L.S.	1	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$2,882.09	\$2,882.09	\$3,155.00	\$3,155.00	\$2,400.00	\$2,400.00	\$2,600.00	\$2,600.00	\$12,500.00	\$12,500.00	\$5,000.00	\$5,000.00	\$4,585.66	\$4,585.66
Base Bid Total					\$1,023,677.50		\$1,094,916.00		\$1,157,151.36		\$1,174,848.60		\$1,183,235.00		\$1,254,842.50		\$1,310,327.00		\$1,478,647.50		\$1,533,117.93

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Add Alternate No. 1 - MacFarlane																					
1	1.5" (+/-) Roadway Milling and Profiling	S.Y.	3700	\$2.00	\$7,400.00	\$2.38	\$10,366.00	\$2.17	\$8,029.00	\$1.27	\$4,699.00	\$2.30	\$8,510.00	\$2.55	\$9,435.00	\$0.25	\$925.00	\$1.86	\$6,882.00	\$1.86	\$6,882.00
2	Concrete Base Repair	S.Y.	700	\$30.00	\$21,000.00	\$55.00	\$38,500.00	\$55.38	\$38,766.00	\$49.43	\$34,601.00	\$45.00	\$31,500.00	\$40.00	\$28,000.00	\$30.00	\$21,000.00	\$120.00	\$84,000.00	\$136.09	\$95,278.00
3	Permanet Paving Fabric	S.Y.	3700	\$3.35	\$12,395.00	\$3.25	\$12,025.00	\$3.25	\$12,025.00	\$3.25	\$12,025.00	\$3.70	\$13,690.00	\$2.40	\$8,880.00	\$3.50	\$12,975.00	\$3.79	\$13,993.00	\$5.43	\$20,110.00
4	1/2" Superpave 9.5mm Scratch Course	TON	175	\$105.00	\$18,375.00	\$107.00	\$18,715.00	\$111.39	\$19,492.25	\$122.58	\$21,451.50	\$120.00	\$21,000.00	\$110.00	\$19,275.00	\$115.00	\$20,125.00	\$146.00	\$25,450.00	\$116.82	\$20,443.50
5	1.5" 9.5mm Superpave Fine Graded Wearing Course, PG 64S-22, 0-0.3 ESALs, SRL "E" or better	S.Y.	3700	\$8.30	\$30,710.00	\$8.45	\$31,265.00	\$8.71	\$32,227.00	\$8.76	\$32,412.00	\$9.00	\$33,300.00	\$9.25	\$34,225.00	\$9.25	\$34,225.00	\$10.85	\$40,145.00	\$12.54	\$46,398.00
6	Blunt-nosed Wedge Curb	L.F.	3300	\$0.23	\$759.00	\$0.20	\$660.00	\$0.28	\$924.00	\$0.17	\$561.00	\$0.40	\$1,320.00	\$1.40	\$4,620.00	\$0.25	\$825.00	\$1.05	\$3,465.00	\$1.68	\$5,544.00
7	Repair Inlet	E.A.	4	\$800.00	\$3,200.00	\$2,650.00	\$10,600.00	\$1,859.46	\$7,437.84	\$1,433.31	\$5,733.24	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$1,850.00	\$7,400.00	\$1,750.00	\$7,000.00	\$3,644.79	\$10,574.16
8	Replace Inlet	E.A.	1	\$3,560.00	\$3,560.00	\$9,820.00	\$9,820.00	\$3,402.96	\$3,402.96	\$5,495.96	\$5,495.96	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00	\$8,250.00	\$8,250.00	\$6,500.00	\$6,500.00	\$5,127.59	\$5,127.59
9	Manhole/Inlet Adjustments	E.A.	2	\$400.00	\$800.00	\$430.00	\$860.00	\$481.62	\$963.24	\$411.00	\$822.00	\$240.00	\$480.00	\$300.00	\$600.00	\$450.00	\$900.00	\$475.00	\$950.00	\$1,058.63	\$2,117.26
10	Traffic Control, Resident Notification and Restoration - MacFarlane: Pennwood - Penn Vista	L.S.	1	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1,921.39	\$1,921.39	\$1,600.00	\$1,600.00	\$3,800.00	\$3,800.00	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$4,585.66	\$4,585.66
Add Alternate No. 1 Total					\$88,095.00		\$108,228.00		\$108,067.04		\$94,784.24		\$117,060.00		\$191,060.00		\$117,710.00		\$149,425.00		\$152,760.17



**GATEWAY**  
ENGINEERS

**RECORD OF BIDS**

Municipality of Penn Hills  
102 Duff Road  
Penn Hills, PA 15235

The Gateway Engineers, Inc.  
100 McMorris Road  
Pittsburgh, PA 15205

**2024 Penn Hills Multi-Modal Road Program  
C-68066-2024**

Bids Received:  
April 11, 2024 at 10:30 AM

BIDDERS				Tosco Paving Corporation 415 Unity Center Road Pittsburgh, PA 15239		Youngblood Paving, Inc. 2516 State Route 18 Wampum, PA 16157		A. Folino Construction, Inc. 109 Dark Hollow Road Oakmont, PA 15109		A. Libroni, Inc. 459 Davidson Road Pittsburgh, PA 15239		Shields Asphalt Paving, Inc. P.O. Box 672 Valencia, PA 16059		El Grande Industries, Inc. 1600 Malden Avenue Donora, PA 15033		Mete & Mete & Sons, Inc. One Mete Place Bradford, PA 15104		Fronch Asphalt Maintenance, Inc. P.O. Box 8425 New Castle, PA 16107		Pium Contracting, Inc. 864 Craft Road Greensburg, PA 15601	
ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Add Alternate No. 2 - Rainfall																					
1	3" (+/-) Roadway Milling and Profiling	S.Y.	1050	\$8.79	\$9,229.50	\$7.30	\$7,710.00	\$3.71	\$3,917.50	\$1.72	\$1,806.00	\$2.50	\$2,625.00	\$3.05	\$3,202.50	\$5.50	\$5,775.00	\$14.20	\$14,910.00	\$5.69	\$5,974.50
2	Soft Spot Repair	S.Y.	75	\$38.00	\$2,850.00	\$35.00	\$2,625.00	\$51.36	\$3,852.00	\$46.21	\$3,465.75	\$45.00	\$3,375.00	\$30.00	\$2,250.00	\$48.00	\$3,600.00	\$101.20	\$7,590.00	\$68.45	\$5,133.75
3	2" 19.0mm Superpave Binder Course, PG 64S-22, 0-0.3 ESALs	TON	150	\$85.00	\$12,750.00	\$85.88	\$12,882.00	\$97.86	\$14,679.00	\$96.05	\$14,407.50	\$85.00	\$12,750.00	\$101.85	\$15,277.50	\$96.00	\$14,400.00	\$115.50	\$17,325.00	\$102.57	\$15,385.50
4	1.5" 9.5mm Superpave Fine Graded Wearing Course, PG 64S-22, 0-0.3 ESALs, SRL "E" or better	S.Y.	1050	\$8.50	\$8,925.00	\$8.45	\$8,872.50	\$8.84	\$9,282.00	\$8.76	\$9,198.00	\$9.00	\$9,450.00	\$9.25	\$9,712.50	\$10.00	\$10,500.00	\$10.85	\$11,392.50	\$10.50	\$11,025.00
5	Bimonthly Wedge Curb	L.F.	475	\$0.25	\$118.75	\$0.20	\$95.00	\$0.20	\$95.00	\$0.17	\$80.75	\$0.40	\$190.00	\$1.40	\$665.00	\$0.25	\$118.75	\$1.05	\$498.75	\$1.95	\$956.25
6	Traffic Control, Resident Notification and Restoration - Rainfall - Verant - Quincy	L.S.	1		\$1,000.00		\$2,500.00		\$1,040.75		\$861.00		\$1,000.00		\$925.00		\$1,850.00		\$9,000.00		\$4,585.66
Add Alternate No. 2 Total					\$34,275.25		\$29,284.50		\$32,914.76		\$29,815.00		\$29,390.00		\$32,032.50		\$36,343.75		\$56,716.25		\$43,030.66

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Add Alternate No. 3 - Cuts																					
1	3" (+/-) Roadway Milling and Profiling	S.Y.	850	\$10.79	\$9,171.50	\$9.30	\$7,905.00	\$3.75	\$3,187.50	\$1.72	\$1,462.00	\$1.50	\$1,275.00	\$3.05	\$2,592.50	\$7.50	\$6,375.00	\$14.20	\$12,070.00	\$5.69	\$4,804.50
2	Soft Spot Repair	S.Y.	50	\$30.00	\$1,500.00	\$25.00	\$1,250.00	\$51.34	\$2,567.00	\$46.21	\$2,310.50	\$45.00	\$2,250.00	\$30.00	\$1,500.00	\$48.00	\$2,400.00	\$101.20	\$5,060.00	\$64.56	\$3,228.00
3	2" 19.0mm Superpave Binder Course, PG 64S-22, 0-0.3 ESALs	TON	150	\$85.00	\$12,750.00	\$85.88	\$12,882.00	\$97.86	\$14,679.00	\$96.05	\$14,407.50	\$85.00	\$12,750.00	\$101.85	\$15,277.50	\$96.00	\$14,400.00	\$115.50	\$17,325.00	\$102.57	\$15,397.50
4	1.5" 9.5mm Superpave Fine Graded Wearing Course, PG 64S-22, 0-0.3 ESALs, SRL "E" or better	S.Y.	850	\$8.50	\$7,225.00	\$8.45	\$7,182.50	\$8.84	\$7,514.00	\$8.76	\$7,446.00	\$9.00	\$7,650.00	\$9.25	\$7,862.50	\$10.00	\$8,500.00	\$10.85	\$9,225.00	\$10.50	\$8,925.00
5	Bimonthly Wedge Curb	L.F.	375	\$0.25	\$143.75	\$0.20	\$115.00	\$0.22	\$126.50	\$0.17	\$97.75	\$0.40	\$230.00	\$1.40	\$803.00	\$0.25	\$143.75	\$1.05	\$609.75	\$1.95	\$1,851.50
6	Replace Inlet	E.A.	1	\$3,560.00	\$3,560.00	\$9,820.00	\$9,820.00	\$5,402.96	\$5,402.96	\$5,617.67	\$5,617.67	\$11,500.00	\$11,500.00	\$7,500.00	\$7,500.00	\$8,250.00	\$8,250.00	\$6,500.00	\$6,500.00	\$3,000.00	\$3,000.00
7	Traffic Control, Resident Notification and Restoration - Cuts - Lincoln - Charlie	L.S.	1		\$1,000.00		\$2,500.00		\$960.70		\$360.00		\$650.00		\$1,000.00		\$2,100.00		\$9,000.00		\$4,585.66
Add Alternate No. 3 Total					\$36,350.25		\$37,954.50		\$34,437.66		\$31,641.42		\$37,185.00		\$36,537.50		\$42,091.25		\$55,781.25		\$45,687.22

ITEM NO.	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Add Alternate No. 4 - Xerxes																					
1	3" (+/-) Roadway Milling and Profiling	S.Y.	2800	\$4.49	\$12,472.00	\$1.79	\$5,012.00	\$3.75	\$10,500.00	\$1.72	\$4,816.00	\$2.50	\$7,000.00	\$3.05	\$8,540.00	\$9.25	\$25,900.00	\$14.20	\$39,760.00	\$1.74	\$10,472.00
2	Soft Spot Repair	S.Y.	140	\$30.00	\$4,200.00	\$25.00	\$3,500.00	\$51.37	\$7,191.80	\$46.21	\$6,469.40	\$45.00	\$6,300.00	\$30.00	\$4,200.00	\$48.00	\$6,720.00	\$101.20	\$14,168.00	\$75.49	\$10,568.60
3	2" 19.0mm Superpave Binder Course, PG 64S-22, 0-0.3 ESALs	TON	360	\$85.00	\$30,600.00	\$85.88	\$30,734.40	\$97.87	\$35,199.60	\$96.05	\$34,499.00	\$85.00	\$30,600.00	\$101.85	\$36,703.00	\$96.00	\$34,560.00	\$115.50	\$41,580.00	\$111.60	\$40,168.00
4	1.5" 9.5mm Superpave Fine Graded Wearing Course, PG 64S-22, 0-0.3 ESALs, SRL "E" or better	S.Y.	2800	\$8.50	\$23,800.00	\$8.45	\$23,660.00	\$8.84	\$24,752.00	\$8.76	\$24,528.00	\$9.00	\$25,200.00	\$9.25	\$25,900.00	\$10.00	\$28,000.00	\$10.85	\$30,380.00	\$12.77	\$35,756.00
5	Bimonthly Wedge Curb	L.F.	1800	\$0.25	\$450.00	\$0.20	\$360.00	\$0.19	\$342.00	\$0.17	\$306.00	\$0.40	\$720.00	\$1.40	\$2,520.00	\$0.25	\$450.00	\$1.05	\$1,890.00	\$1.91	\$3,438.00
6	Replace Inlet	E.A.	1	\$800.00	\$800.00	\$2,650.00	\$2,650.00	\$1,683.61	\$1,683.61	\$1,715.08	\$1,715.08	\$3,300.00	\$3,300.00	\$1,000.00	\$1,000.00	\$1,900.00	\$1,900.00	\$6,500.00	\$6,500.00	\$2,662.16	\$2,662.16
7	Traffic Control, Resident Notification and Restoration - Xerxes - Seize - Shannon Heights	L.S.	1		\$1,000.00		\$3,500.00		\$2,721.97		\$1,600.00		\$1,900.00		\$3,000.00		\$5,500.00		\$5,000.00		\$3,274.30
Add Alternate No. 4 Total					\$75,122.00		\$74,716.40		\$94,581.98		\$75,933.48		\$76,720.00		\$83,063.00		\$81,830.00		\$141,588.00		\$108,579.06

Combined Total of Base Bid and All Add Alternates				\$1,257,476.00	\$1,342,196.40	\$1,408,962.82	\$1,487,046.87	\$1,443,560.00	\$1,599,335.50	\$1,589,307.50	\$1,882,158.00	\$1,673,175.14
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Certified As A Correct  
Copy Of All Bids Received

\*Apparent low bidder

By: John R. [Signature]

Date: 04/11/2024

MUNICIPALITY OF PENN HILLS

Resolution No. 2024 -21

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS,  
COUNTY OF ALLEGHENY, COMMONWEALTH OF  
PENNSYLVANIA, APPROVING A MINOR BUDGET  
AMENDMENT TO THE COMMUNITY DEVELOPMENT  
BLOCK GRANT BUDGET FOR FISCAL YEARS 2021, 2022  
AND 2023.

WHEREAS, the Municipality wishes to make a minor amendment to the  
Community Development Budget, and

WHEREAS, provisions are made for changes in the Consolidated Plan regulations,  
and

WHEREAS, Citizen Participation Plan allows for minor amendments to approved  
projects without a thirty (30) day public comment period which is required for substantial  
amendments where the amendment exceeds 50% of the original budget for projects with an  
original budget of \$25,000.00 or more, or exceeds 100% of a project with an original budget under  
\$25,000.00, and

WHEREAS, the proposed changes are as shown on Attachment A,

NOW, THEREFORE, BE IT RESOLVED that a transfer of funds is approved.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND  
COUNCIL OF THE MUNICIPALITY OF PENN HILLS, THIS 20TH DAY OF MAY 2024.

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

Page 2  
BUDGET AMENDMENT

<u>Project Number</u>	<u>Project Name</u>	<u>FY2024 Budget</u>	<u>Current Balance</u>	<u>( - )</u>	<u>New Budget</u>	<u>New Balance</u>
04-462-00-599047	FY2021 Senior Aid Rehab Program	\$ 8,249.10	\$ 7,249.10	\$ 7,249.10	\$ 1,000.00	\$ -
04-462-00-599048	FY2022 Senior Aid Rehab Program	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -
04-462-00-599023	FY2023 Senior Aid Rehab Program	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 3,000.00	\$ 3,000.00
Total				\$ 24,249.10		\$ 3,000.00

<u>Project Number</u>	<u>Project Name</u>	<u>FY2024 Budget</u>	<u>Current Balance</u>	<u>( + )</u>	<u>New Budget</u>	<u>New Balance</u>
04-462-00-596047	FY2021 Single Family Rehab	\$ -	\$ -	\$ 7,249.10	\$ 7,249.10	\$ 7,249.10
04-462-00-596048	FY2022 Single Family Rehab	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
04-462-00-596023	FY2023 Single Family Rehab	\$ 38,803.59	\$ 21,220.19	\$ 7,000.00	\$ 45,803.59	\$ 28,220.19
Total				\$ 24,249.10		

# MEMO

## Penn Hills Dept of Planning & Economic Development

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**To:** Mayor and Council  
**From:** Christopher C. Blackwell, Planning Director *CB*  
**CC:** Scott Andrejchak, Sheree Strayer, Meg Balsamico, Damian Buccilli  
**Date:** April 19, 2024  
**Re:** Minor CDBG Budget Amendment Resolution

---

Attached is a resolution for a minor amendment to the Community Development Block Grant program. The Planning Department has been processing a greater number of Single-Family Rehab Program applications.

Funding is being transferred from previously unused Senior Aid Rehab Program funding to The Single-Family Rehab Program. Following the proposed budget amendment, funds will remain in the Senior Aid Rehab Budget to continue with the program until FY2024 funding is approved.

MUNICIPALITY OF PENN HILLS

Resolution No. 2024 - 22

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE SUBMITTAL OF A GREENWAYS, TRAILS AND RECREATION PROGRAM (GTRP) GRANT OF \$202,338.00 FROM THE COMMONWEALTH FINANCING AUTHORITY FOR VERONA, OAKMONT, PENN HILLS, PLUM (VOPP) TRAIL CONNECTOR MILTOWN RAILROAD BRIDGE RESTORATION.

WHEREAS, Verona, Oakmont, Penn Hills and Plum (VOPP) have worked collaboratively on the multiuse 13mile VOPP Trail Connector, and

WHEREAS, the design and Engineering of the VOPP Trail is nearing completion, and

WHEREAS, this grant will provide funding for the completion of segment LZ as specified in the design and engineering plans for that portion of the trail located in Penn Hills, VOPP Phase 2, Segment LZ Milltown Railroad Bridge Restoration.

WHEREAS, ACT 13 of 2012 allocates funds to the Commonwealth Financing Authority for the development and restoration of greenways, recreational trails, open space, and park, and

WHEREAS, the Municipality of Penn Hills is desirous of obtaining such funds. The Municipality is requesting \$171,987.30 with a 15% local match of \$30,350.70 for a total project cost of \$202,338.00.

BE IT RESOLVED, that the Municipality of Penn Hills, Allegheny County hereby requests a Greenways, Trails and Recreation Program (GTRP) grant of \$202,338.00 from the Commonwealth Financing Authority to be used for the restoration of the former Milltown Railroad bridge for the use of pedestrians, bicycles and users of all ages and abilities.

BE IT FURTHER RESOLVED, that the Municipality of Penn Hills, does hereby designate the Municipal Manager, Scott Andrejchak as the official to execute all documents and agreements between the Municipality of Penn Hills and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS, THIS 20 DAY OF MAY, 2024.

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER


\_\_\_\_\_  
DATE

# MEMO

Penn Hills Dept of Planning & Economic Development

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**To:** Mayor and Council

**From:** Chris Blackwell, Director 

**CC:** Scott Andrejchak, Manager

**Date:** May 09, 2024

**Re:** A resolution Authorizing the Submittal of a Greenways, Trails, and Recreation Program (GTRP) grant to DCED for VOPP Trail Connector Milltown Railroad Bridge Restoration

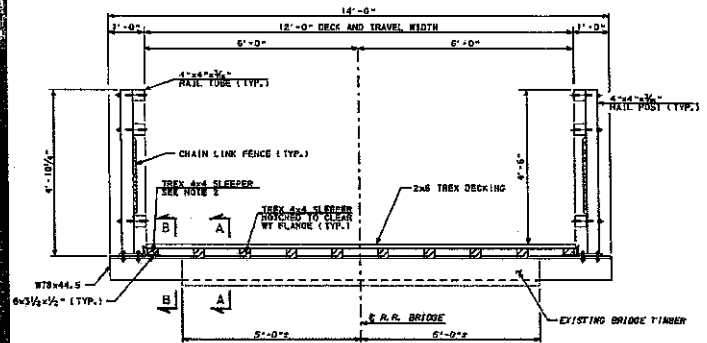
The subject resolution will authorize the submittal of a Greenways, Trails, and Recreation Program (GTRP) Grant to the Pennsylvania Department of Economic Development (DCED) for restoration and construction of the Verona, Oakmont, Penn Hills, Plum (VOPP) Trail Connector Milltown Railroad Bridge Restoration.

Penn Hills received a Local Share Account grant from the Commonwealth Financing Authority in 2022 for the design and engineering of the subject Milltown Bridge and Trail Connector. TranSystems completed the Milltown Railroad Bridge inspection and prepared recommendations for maintenance, repairs and renovations of the proposed bridge for safe travel for pedestrians, bicycles, emergency vehicles and users of all ages and abilities. With this project, we are proposing to secure the right of way and restore the former railroad bridge to complete the 1.1mile Penn Hills Portion of the Verona, Oakmont, Penn Hills, Plum (VOPP) Trail Connector.

The VOPP Trail Connector is broken into four phases with multiple segments. Within the scope of the recently submitted DCNR Grant funding application the Municipality of Penn Hills proposes to construct the VOPP Trail Connector Phase 2 Milltown, Segments L1, L2 and L3. This 1.1-mile segment will complete the construction of the entire Penn Hills segment from the former railroad bridge in the vicinity of Boda Road and Milltown Community Park to Jodie Lane. Within the Scope of this GTRP Grant funding application, we will completely restore the existing former railroad Bridge, segment LZ of the Milltown Segment of the Trail completing the Penn Hills segments of the Trail Connector and making the connection to the Plum Segment K.



**VERONA, OAKMONT, PENN HILLS, PLUM TRAIL CONNECTOR MILLTOWN BRIDGE RESTORATION**  
**PROJECT FACT SHEET WEB ID # 10138612**



**DESCRIPTION:**

With funding assistance from the Redevelopment Authority of Allegheny County Trail Development Fund, the engineering and design of the Verona, Oakmont, Penn Hills Plum (VOPP) Trail Connector is nearing completion. The 13-mile multi-use trail will travel from Boyce Park to the shores of the Allegheny River following Plum Creek. The waters of Plum Creek travel along a green corridor through Plum, Penn Hills, Oakmont and Verona. The VOPP Trail Connector illustrates the true effort described as multi-municipal and outlined in the Penn Hills Comprehensive Plan, Allegheny Places and the State Comprehensive Outdoor Recreation Plan.

Penn Hills received a Local Share Account grant from the Commonwealth Financing Authority in 2022 for the design and engineering of the subject Milltown Bridge and Trail Connector. TranSystems completed the Milltown Railroad Bridge inspection and prepared recommendations for maintenance, repairs and renovations of the proposed bridge for safe travel for pedestrians, bicycles, emergency vehicles and users of all ages and abilities. With this project, we are proposing to secure the right of way and restore the former railroad bridge to complete the 1.1mile Penn Hills Portion of the Verona, Oakmont, Penn Hills, Plum (VOPP) Trail Connector.

The VOPP Trail Connector is broken into four phases with multiple segments. Within the scope of the recently submitted DCNR Grant funding application the Municipality of Penn Hills proposes to construct the VOPP Trail Connector Phase 2 Milltown, Segments L1, L2 and L3. This 1.1-mile segment will complete the construction of the entire Penn Hills segment from the former railroad bridge in the vicinity of Boda Road and Milltown Community Park to Jodie Lane. Within the Scope of this GTRP Grant funding application, we will completely restore the existing former railroad Bridge, segment LZ of the Milltown Segment of the Trail completing the Penn Hills segments of the Trail Connector and making the connection to the Plum Segment K.

**Assistance request:**

The Municipality of Penn Hills Department of Community and Economic Development (DCED) Greenways, Trails and Recreation Program (GTRP) Grant Application requests \$175,415.75 on behalf of the VOPP Trail Connector.

House of Representatives	32nd District	Joe McAndrew
Senate District	43rd District	Jay Costa

**VERONA, OAKMONT, PENN HILLS, PLUM TRAIL CONNECTOR MILLTOWN BRIDGE RESTORATION  
PROJECT FACT SHEET WEB ID # 10138612**

Applicant: Municipality of Penn Hills				Date: May 31, 2024
Project Title: Verona, Oakmont, Penn Hills, Plum Trail Connector Milltown Bridge Restoration				Web ID # 10138612
Detailed Budget VOPP Trail Connector Phase 2 Milltown				
<b>DESCRIPTION</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Cost</b>	<b>Total Cost</b>
General Construction				
Fabricated Steel	Lb	5607	\$7.00	\$39,249.00
Steel Railing and Posts	LF	149	\$250.00	\$37,250.00
Trex Decking	SF	891	\$20.00	\$17,820.00
Trex Sleepers	LF	743	\$22.00	\$16,346.00
Approach Excavating and Grading	EA	2	\$7,500.00	\$15,000.00
Maintenance Items	LS	1	\$9,400.00	\$9,400.00
				\$0.00
<b>Subtotal</b>				<b>\$135,065.00</b>
Acquisition	Acres	1	\$20,000.00	\$20,000.00
Engineering				\$20,260.00
Contingency				\$27,013.00
<b>TOTAL PROJECT COST</b>				<b>\$202,338.00</b>

Sources	Estimated Costs	Percent Total
DCED GTRP Grant ID# 10138612	\$171,987.30	85%
Local Match	\$30,350.70	15%
Total Project Cost	\$202,338.00	

MUNICIPALITY OF PENN HILLS

Resolution No 2024 - 23

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, APPROVING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF VACANT PROPERTY LOCATED AT 1119 NORTH AVENUE 0445-E-00030-000-00 IN ACCORDANCE WITH THE ALLEGHENY COUNTY VACANT PROPERTY RECOVERY PROGRAM AND PROVIDING ASSURANCE THAT ACQUISITION IS CONSISTENT WITH THE PENN HILLS COMPREHENSIVE PLAN.

WHEREAS, the Municipality of Penn Hills, in cooperation with the County of Allegheny and the Redevelopment Authority of Allegheny County are participating in the Allegheny County Vacant Property Program; and

WHEREAS, the Municipality of Penn Hills has submitted certain properties to the County for consideration under the Program known and identified as 1119 North Avenue, Lot and Block 0445-E-00030-0000-00, and

WHEREAS, under the program the Municipality of Penn Hills is required to review the property acquisition and propose disposition, and submit its approval to the County that said acquisition and proposed resale is in accordance with the Municipality's Comprehensive Plan, now

THEREFORE, BE IT RESOLVED, that the Council approves this resolution and authorizes the Allegheny County to acquire this property as follows:

1. That the above listed properties have been reviewed by the Municipality and it approves that its acquisition and subsequent disposition under the Program would be in accordance with the comprehensive plan of the municipality.
2. That the Municipality has reviewed the current Policies Regarding Municipal Participation in the Program prior to acting on the above listed properties.
3. That a certified copy of this resolution should be forwarded to the County of Allegheny and the Redevelopment Authority.

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND COUNCIL OF THE MUNICIPALITY OF PENN HILLS ON THIS 20TH DAY OF May 2024.

By:

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

Attest:

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

# MEMO

## Penn Hills Dept of Planning & Economic Development

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**To:** Mayor and Council  
**CC:** Scott Andrejchak, Manager  
**From:** Chris Blackwell *CB*  
**Date:** May 2, 2024  
**Re:** Resolution-- Vacant Property Recovery Program North 0445-E-00030

---

Attached is a resolution on behalf of a resident participating in the Allegheny County Vacant Property Recovery Program (VPRP). This resolution authorizes the County to move forward and obtain a vacant property located on 1119 North Avenue Lot and Block 445-E-00030 for the purpose of a side yard.

The Vacant Property Recovery Program is a good way to get vacant property in the hands of a resident or developer and put it back on the tax rolls. We are pleased with the success of this program. Through the VPRP 45 single family lots, 1 commercial lot and 11 single family structures have been processed since the program began in 2008. Many of these properties have been successfully renovated and resold.

The Planning Department believes that the VPRP is another useful tool in the Municipality's efforts to improve the community and put property back on the tax rolls.

The Planning Department recommends approval of this resolution.

ALLEGHENY COUNTY  
VACANT PROPERTY RECOVERY PROGRAM

APPLICATION

Please submit the complete application and all required supporting documentation to the address below. Applications may be accepted via email ([VPRP@AlleghenyCounty.us](mailto:VPRP@AlleghenyCounty.us)). Failure to submit all required information may result in termination of the application.

Allegheny County Vacant Property Recovery Program - Applications  
Koppers Building, Suite 600  
436 Seventh Avenue  
Pittsburgh, PA 15219

SECTION 1: PROPERTY INFORMATION

Address	1119 North Ave., Verona, PA 15147
Block and Lot # (Parcel ID)	0445-E-0003-0000-00
Condition	<input checked="" type="checkbox"/> Vacant Lot <input type="checkbox"/> Vacant Structure
Approximate Size (in square feet)	11,250
Assessed value	\$ 2,000 (estimated)
Has the property been tax delinquent for at least 3 years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are you related to the record owner of the property?	<input type="checkbox"/> Yes (Please Specify _____) <input checked="" type="checkbox"/> No
Have you engaged in sales negotiations with the record owner in the last 12 months?	<input type="checkbox"/> Yes (Please Specify _____) <input checked="" type="checkbox"/> No

SECTION 2: APPLICANT INFORMATION

Legal Name of Applicant(s) (The name of each individual or the organization applying for the property, as it should appear on all legal documents)	Stacey M. Welch Edward Banchs
Address of Applicant (Street Address, City, State and Zip)	1121 North Ave., Verona, PA 15147
Name of Contact Person	Stacey Welch
Telephone Number of Contact Person	Home: 412-977-2516 Other:
Email Address (optional)	<a href="mailto:campbell.stacey80@gmail.com">campbell.stacey80@gmail.com</a>

Do you currently own property that shares a common boundary with the subject property?	Yes: <input checked="" type="checkbox"/> Homeowner Occupant <input type="checkbox"/> Business <input type="checkbox"/> Residential Rental Property <input type="checkbox"/> Other (Please specify _____) No: <input type="checkbox"/>
Please identify the address and Block and Lot number of all property that you own in Allegheny County. <i>Including property owned individually, jointly, or owned by any entity (LLC, corporation, partnership, etc.) in which you have an interest.</i>	1121 North Ave., Verona PA 15147  0445-B-00352-0000-00

<sup>1</sup> If the applicant is an entity, a request for additional information will follow.

### SECTION 3: REUSE/DEVELOPMENT PLAN

Type of Application	<input checked="" type="checkbox"/> Side Yard to Primary Residence <input type="checkbox"/> Demolition of Blighted Structure <input type="checkbox"/> Rehabilitation of Blighted Structure <input type="checkbox"/> Other
Please describe the current condition of the property.	current condemned house on the lot to be demolished by Lutterman Excavating under contract with Penn Hills - awarded Dec. 19, 2022.
How will you use the property (ex. side yard, residential rental property, etc.)? Please be specific. <sup>1</sup>	Property will be maintained as a side yard next to our home.
If you own abutting property, how does your proposed reuse relate to that property?	As above, will be a side yard next to our home
Describe the changes or improvements you will make to the condition of the property. Please be specific. <sup>2</sup>	Regular maintenance of the lawn via mowing, etc..
If the property has or will have a structure on it, you must also submit all information outlined in the attached <i>Panels with Housing Future Structures Policy</i> .	
What are the estimated costs of these improvements?	\$ 0

<sup>1</sup> Applicants are responsible for ensuring that their plan adheres to all local zoning, property maintenance, and building code requirements and should contact the municipality in advance to determine the applicable requirements. Applicants may be required to provide information about these requirements as part of the application process.

<sup>2</sup> Depending upon the applicant's proposed plan, applicants may be required to submit supplemental information, such as bids or quotes, schematic plans, and information about relevant experience.

## SECTION 4: ESTIMATED PURCHASE PRICE<sup>1</sup>

(The purpose of this section is to ensure that applicants fully understand the pricing structure of the Program. Amounts listed in the section will be estimates only, and will not determine the actual costs of property acquisition. Please refer to the attached "Products and Pricing Structure".)

Estimated Appraised Value Provide an estimate of the property's value based upon information such as recent comparable sales, the current assessed value of the property, etc.	\$ 2,000
Good Faith Deposit 10% of the estimated appraised value of the property is required when the offer is accepted.	\$ 200
Parcel Fee \$1,000.00 per property.	\$ 1,000.00
Closing Costs Average 3.5% fee	\$ 300.00
Estimated Total Purchase Price	\$ 5,700

Applicants may elect to purchase title insurance at an additional cost.



## SECTION 5: FINANCING

How will you fund the purchase of the property and maintain title? (Check one) (e.g. personal funds, line of credit, loan, etc.) Please show documentation of source of funds, such as bank statements, 401k, etc.	Personal Funds.
--	-----------------

I hereby attest that the above written information is true and correct to the best of my knowledge. I have received, reviewed, and understand the Allegheny County Vacant Property Recovery Program's "Applicant Eligibility Requirements," "Property Eligibility Requirements," "Timeline for Payment and Acquisition," "Products and Pricing Structure," and "Parcels with Existing/Future Structures Policy," and agree to abide by these policies. I understand that failure to submit all required information may result in the termination of my application. I understand that the Redevelopment Authority of Allegheny County (RAAC) may share my application materials and information pertaining to my application as part of the application review and approval process.

I understand that my application will be considered for participation in the Allegheny County Vacant Property Recovery Program, but there is no guarantee of acceptance into the Program. The approval of an application and the acquisition and transfer of a property is at all times at the sole discretion of RAAC and the Allegheny County Vacant Property Recovery Program. Neither RAAC nor the Allegheny County Vacant Property Recovery Program guarantees the acquisition and/or transfer of any property.

By Signing below, I acknowledge that at no point until the closing does RAAC guarantee the ability for the applicant to acquire the Property.

<u>12/19/22</u> Date	 Signature	<u>Stacey M. Welch</u> Print Name
<u>12/19/22</u> Date	 Signature	<u>Thomas Bochs</u> Print Name

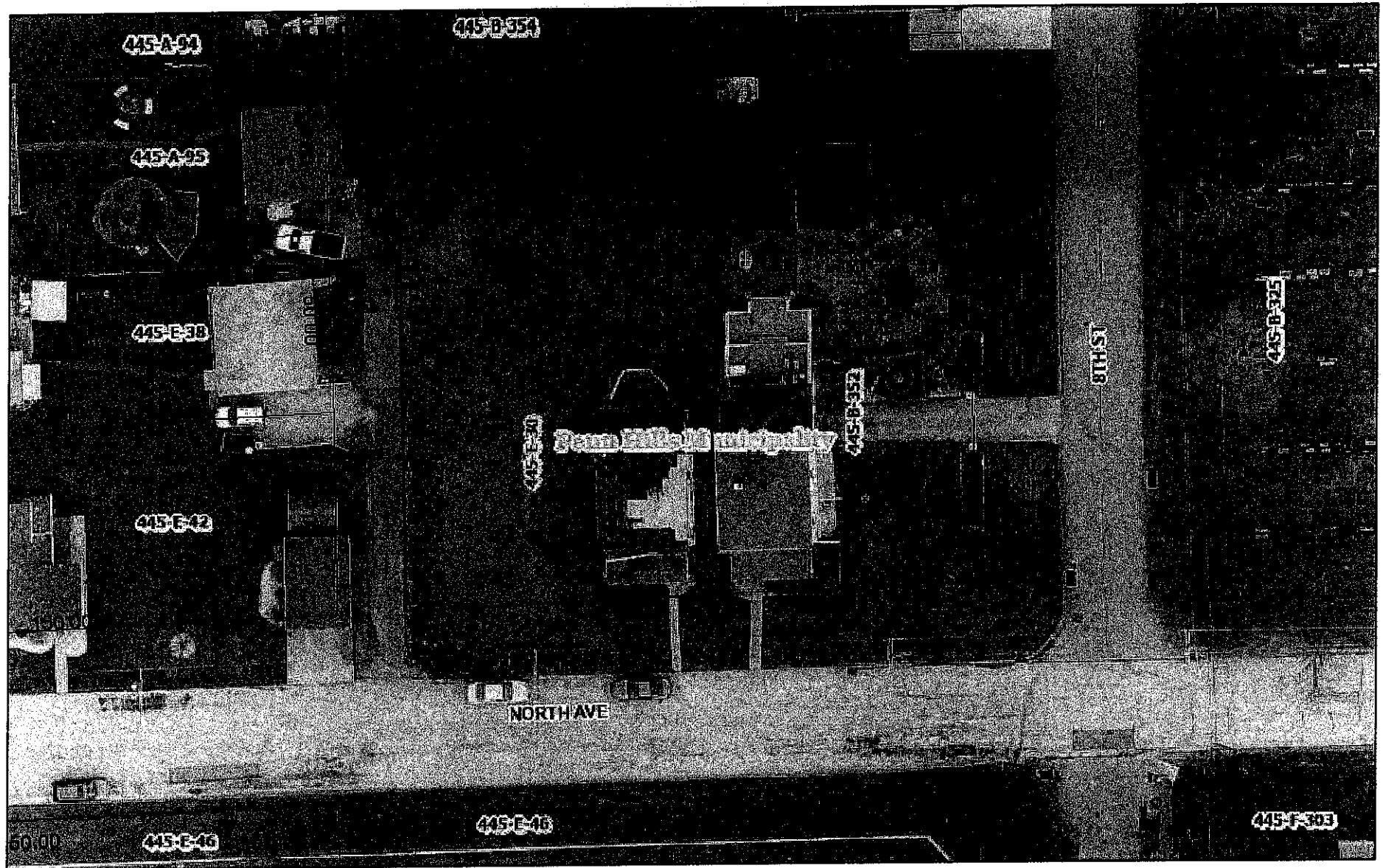








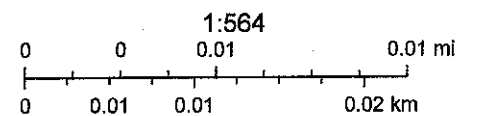
PIN: 0445E00030000000



May 1, 2024

☐ Municipalities ☐ Parcels

Streets



Allegheny County 2012; 2010 Imagery

Data displayed on this map is for informational purposes only. It is not survey  
2020

Parcel ID : 0445-E-00030-0000-00  
Property Address : 1119 NORTH AVE  
VERONA, PA 15147

Municipality : 934 Penn Hills  
Owner Name : MONTEMURRO DOLORES D

School District :	Penn Hills Twp	Neighborhood Code :	93405
Tax Code :	Taxable	Owner Code :	REGULAR
Class :	RESIDENTIAL	Recording Date :	
Use Code :	SINGLE FAMILY	Sale Date :	8/19/1998
Homestead* :	Yes	Sale Price :	\$1
Farmstead :	No	Deed Book :	10275
Clean And Green	No	Deed Page :	56
Other Abatement :	No	Lot Area :	11,250 SQFT

\* If this property had a recent sale or deed change the 'YES' that is showing may apply to the prior owner.  
New owners wishing to receive the abatement must apply.  
The deadline to apply is March 1st of each year.  
Details may be found on the [County's abatement page](#).

2024 Full Base Year Market Value

2024 County Assessed Value

Land Value	\$12,600	Land Value	\$11,100
Building Value	\$16,500	Building Value	\$0
Total Value	\$29,100	Total Value	\$11,100

2023 Full Base Year Market Value

2023 County Assessed Value

Land Value	\$12,600	Land Value	\$11,100
Building Value	\$16,500	Building Value	\$0
Total Value	\$29,100	Total Value	\$11,100

Address Information

Owner Mailing : 1119 NORTH AVE  
VERONA, PA 15147-2130

Parcel ID : 0445-E-00030-0000-00  
Property Address : 1119 NORTH AVE  
VERONA, PA 15147

Municipality : 934 Penn Hills  
Owner Name : MONTEMURRO DOLORES D

## Pay Taxes

### Pay Taxes Online

[Click to Pay](#)

**Tax Bill Mailing Address:**

MONTEMURRO DOLORES D  
1119 NORTH AVE  
VERONA PA  
15147-2130

### Subscribe/Unsubscribe to eBilling

[Click to Subscribe/Unsubscribe](#)

By enrolling in eBilling, you will receive your property tax bill via email for the following calendar year.

**(MUST be enrolled by December 31st for the next tax year.)**

If your taxes are currently being paid through an escrow account with your mortgage company, you cannot subscribe to eBilling.

Net Tax Due April 30, 2024	\$51.45
Gross Tax Due May 31, 2024	\$52.50
Millage Rate:	4.73
Taxable Market Value:	\$11,100 *
Lot and Block:	0445E00030000000

Pay Taxes Online or mail payments to:

Allegheny County Treasurer  
Office of Erica Rocchi Brusselars  
Room 108 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219-2497

\*Homestead exclusion applied

Year	Paid Status	Tax	Penalty	Interest	Total	Date Paid
2024	UNPAID	\$52.50	\$0.00	\$0.00	\$52.50	
2023	UNPAID	\$52.50	-----	See Below and Contact Jordan Tax Service at 412-835-5243		
2022	UNPAID	\$52.50	-----	See Below and Contact Jordan Tax Service at 412-835-5243		
2021	UNPAID	\$52.50	-----	See Below and Contact Jordan Tax Service at 412-835-5243		

Important Notice

--Results--

Block Lot Number:  
445 e 30

Search



Block/Lot	Filing Date	Case ID	Case Type	Municipality	Ward	Last Docket Filing	Tax Amount	Tax Year	Property Description
445E30	1/22/1998	DTD-98-001798	Township & School Tax Lien	Penn Hills Township		Satisfaction	1056.1	1996	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	12/10/2008	DTD-08-053522	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	168.84	2007	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	2/4/2009	DTD-09-005488	Township & School Tax Lien	Penn Hills Township		Satisfaction	1427.49	2007	SINGLE FAMILY OLD STYLE CONCRETE BLOCK 1119 NORTH
445E30	8/3/2009	DTD-09-052960	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	168.84	2008	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	12/18/2009	DTD-09-081465	Township & School Tax Lien	Penn Hills Township		Satisfaction	1311.09	2008	SINGLE FAMILY OLD STYLE CONCRETE BLOCK 1119 NORTH
445E30	4/12/2010	MG-10-000942	Mortgage Foreclosure	Penn Hills Township		Correction to Judgment Index			1119 NORTH AVENUE
445E30	9/30/2010	DTD-10-072428	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	168.84	2009	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	10/1/2010	DTD-10-087518	Township & School Tax Lien	Penn Hills Township		Satisfaction	1314.18	2009	SINGLE FAMILY OLD STYLE CONCRETE BLOCK 1119 NORTH
445E30	8/5/2011	DTD-11-070780	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	168.84	2010	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	12/2/2011	DTD-11-084107	Township & School Tax Lien	Penn Hills Township		Satisfaction	1341.44	2010	SINGLE FAMILY OLD STYLE CONCRETE BLOCK 1119 NORTH
445E30	7/24/2012	DTD-12-062048	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	168.84	2011	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	3/15/2013	DTD-13-003146	Township & School Tax Lien	Penn Hills Township		Satisfaction	1355.71	2011	Top
445E30	8/26/2013	DTD-13-062970	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	204.84	2012	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	12/5/2013	DTD-13-096195	School District Tax Lien	Penn Hills Township		Satisfaction	1082.86	2012	SINGLE FAMILY OLD STYLE CONCRETE BLOCK 1119 NORTH

Block/Lot	Filing Date	Case ID	Case Type	Municipality	Ward	Last Docket Filing	Tax Amount	Tax Year	Property Description
445E30	7/31/2014	DTD-14-064358	Allegheny County Tax Lien	Penn Hills Township		Satisfaction	52.5	2013	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	1/21/2015	DTD-15-001470	Township & School Tax Lien	Penn Hills Township		Satisfaction	659.49	2013	SINGLE FAMILY OLD STYLE CONCRETE BLOCK SHINGLE 11,2 SQ FT
445E30	10/6/2015	DTD-15-073684	Allegheny County Tax Lien	Penn Hills Township	0	Satisfaction	52.5	2014	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	11/10/2015	DTD-15-091550	School District Tax Lien	Penn Hills Township		Tax Lien	513.78	2014	SINGLE FAMILY OLD STYLE CONCRETE BLOCK SHINGLE 11,2 SQ FT
445E30	11/10/2015	DTD-15-093118	Township Tax Lien	Penn Hills Township		Satisfaction	158.42	2014	SINGLE FAMILY OLD STYLE CONCRETE BLOCK SHINGLE 11,2 SQ FT
445E30	7/22/2016	DTD-16-083647	Allegheny County Tax Lien	Penn Hills Township	0	Satisfaction	52.5	2015	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	12/27/2016	DTD-16-115143	School District Tax Lien	Penn Hills Township		Tax Lien	530.5	2015	SINGLE FAMILY OLD STYLE CONCRETE BLOCK SHINGLE 11,2 SQ FT
445E30	12/27/2016	DTD-16-117815	Township Tax Lien	Penn Hills Township		Tax Lien	158.42	2015	SINGLE FAMILY OLD STYLE CONCRETE BLOCK SHINGLE 11,2 SQ FT
445E30	8/24/2020	DTD-20-047026	Allegheny County Tax Lien	Penn Hills Township	34	Tax Lien	52.5	2019	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	7/30/2021	DTD-21-050908	Allegheny County Tax Lien	Penn Hills Township	34	Tax Lien	52.5	2020	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119
445E30	8/5/2022	DTD-22-050578	Allegheny County Tax Lien	Penn Hills Township	0	Tax Lien	52.5	2021	
445E30	4/5/2023	GD-23-004629	Municipal Lien	Penn Hills Township		Certificate of Location			1119 North Avenue Verona Pa 15147
445E30	9/25/2023	DTD-23-049746	Allegheny County Tax Lien	Penn Hills Township	9	Tax Lien	52.5	2022	MERRILL PK 1ST EXT PLAN N PTS 55-56-57 58-59-60 LOT 75X150 ALL NORTH AVE 2 ST CEM HSE #1119

Showing 1 to 27 of 27 rows  rows per page



ALLEGHENY COUNTY  
ECONOMIC DEVELOPMENT

## ALLEGHENY COUNTY VACANT PROPERTY RECOVERY PROGRAM

### ASSESSMENT OF PROPERTY BY MUNICIPAL CODE OFFICIAL

**Block and Lot No.:** 445-E-30

**Mailing Address:** 1119 North Ave

**Municipality:** Penn Hills

**Date of Inspection:**

**Property Status as of Date of Inspection:**

- ☐ Structure exists on property  
☒ Structure has been demolished  
☒ Property is a vacant lot

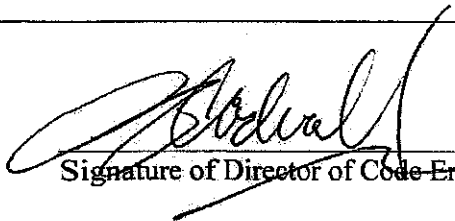
**Occupancy Status as of Date of Inspection:**  
(If structure exists.)

- ☐ Structure is vacant  
☐ Structure is occupied

**Do any of the following conditions exist on the property as of the date of inspection? Please check all that apply.**

	Property contains a structure (Check all that apply)	Property does NOT contain a structure (Check all that apply)
Because of its physical condition or use it is regarded as a public nuisance at common law or has been declared a public nuisance in accordance with the local housing, building, plumbing, fire and related codes.		
Because of its physical condition, use or occupancy it is considered an attractive nuisance to children including but not limited to abandoned wells, shafts, basements, excavations and unsafe fences or structures.		
Dwelling which because it is dilapidated, unsanitary, unsafe, vermin-infested or lacking in the facilities and equipment required by the housing code of the municipality, has been designated by the department responsible for enforcement of the code as unfit for human habitation. <i>(Please attach a copy of the notice provided by the municipality to the record owner.)</i>		Not applicable
It is a fire hazard, or is otherwise dangerous to the safety of persons or property.		Not applicable
The utilities, plumbing, heating, sewerage or other facilities have been disconnected, destroyed, removed, or rendered ineffective so that it is unfit for its intended use.		Not applicable

It is a vacant or unimproved lot or parcel of ground in a predominantly built-up-neighborhood, which by reason of neglect or lack of maintenance has become a place for accumulation of trash and debris, or a haven for rodents or other vermin.	Not applicable	
It is vacant and has not been rehabilitated within one year of the receipt of notice to rehabilitate from the appropriate code enforcement agency. <i>(Please attach a copy of the notice sent by the municipality to the record owner.)</i>		
None of the above conditions apply.		✓

  
 Signature of Director of Code Enforcement

CHRISTOPHER C. BLACKWELL  
 Printed Name

MAY 02, 2020  
 Date





ALLEGHENY COUNTY  
ECONOMIC DEVELOPMENT

## ALLEGHENY COUNTY VACANT PROPERTY RECOVERY PROGRAM

### CODE VIOLATION REVIEW

The following Applicant has applied to the Allegheny County Vacant Property Recovery Program for a property located in Penn Hills. To be eligible for the Program, an Applicant cannot have outstanding code violations on any property in which the Applicant has an ownership interest. We request your assistance in verifying this.

**Applicant:** Stacey M. Welch & Edward Banchs

**Properties Owned by Applicant:** Based upon information provided by the Applicant in Section 2 of the application and a search of Allegheny County Department of Real Estate Records, properties in which the Applicant has an ownership interest located in Penn Hills include, but may not be limited to, those listed below. Please add additional properties to the list as necessary.

Parcel ID	Owner Name	Address	Municipality
445-B-352	Welch Stacey M.	1121 North Ave, Verona, PA 15147	Penn Hills

Does the Applicant have any outstanding code violations on any property in which the Applicant has an ownership interest in the Borough of Penn Hills?

\_\_\_\_ Yes (Please provide documentation.)

✓ No

CHRISTOPHER C. BLACKWELL  
Name and Title PLANNING DIRECTOR

MAY 02, 2024  
Date of Review

[Signature]  
Signature

Parcel ID : 0445-B-00352-0000-00  
Property Address : 1121 NORTH AVE  
VERONA, PA 15147

Municipality : 934 Penn Hills  
Owner Name : WELCH STACEY M

School District :	Penn Hills Twp	Neighborhood Code :	93405
Tax Code :	Taxable	Owner Code :	REGULAR
Class :	RESIDENTIAL	Recording Date :	8/30/2022
Use Code :	SINGLE FAMILY	Sale Date :	8/24/2022
Homestead* :	Yes	Sale Price :	\$143,000
Farmstead :	No	Deed Book :	19036
Clean And Green	No	Deed Page :	28
Other Abatement :	No	Lot Area :	11,250 SQFT

\* If this property had a recent sale or deed change the 'YES' that is showing may apply to the prior owner.  
New owners wishing to receive the abatement must apply.  
The deadline to apply is March 1st of each year.  
Details may be found on the [County's abatement page](#).

2024 Full Base Year Market Value

2024 County Assessed Value

Land Value	\$12,600	Land Value	\$12,600
Building Value	\$53,700	Building Value	\$35,700
Total Value	\$66,300	Total Value	\$48,300

2023 Full Base Year Market Value

2023 County Assessed Value

Land Value	\$12,600	Land Value	\$12,600
Building Value	\$53,700	Building Value	\$35,700
Total Value	\$66,300	Total Value	\$48,300

Address Information

Owner Mailing : 1121 NORTH AVE  
VERONA, PA 15147-2130

Parcel ID : 0445-B-00352-0000-00  
Property Address : 1121 NORTH AVE  
VERONA, PA 15147

Municipality : 934 Penn Hills  
Owner Name : WELCH STACEY M

## Pay Taxes

### Pay Taxes Online

[Click to Pay](#)

#### Tax Bill Mailing Address:

FREEDOM MORTGAGE  
3001 HACKBERRY RD ATTENTION: BILLS  
RECIEVED  
IRVING TX  
75063

### Subscribe/Unsubscribe to eBilling

[Click to Subscribe/Unsubscribe](#)

By enrolling in eBilling, you will receive your property tax bill via email for the following calendar year.

**(MUST be enrolled by December 31st for the next tax year.)**

If your taxes are currently being paid through an escrow account with your mortgage company, you cannot subscribe to eBilling.

Net Tax Due April 30, 2024	\$223.89
Gross Tax Due May 31, 2024	\$228.46
Millage Rate:	4.73
Taxable Market Value:	\$48,300 *
Lot and Block:	0445B00352000000

Pay Taxes Online or mail payments to:

Allegheny County Treasurer  
Office of Erica Rocchi Brusselars  
Room 108 Courthouse  
436 Grant Street  
Pittsburgh, PA 15219-2497

\*Homestead exclusion applied

Year	Paid Status	Tax	Penalty	Interest	Total	Date Paid
2024	PAID	\$223.89	\$0.00	\$0.00	\$223.89	3/18/2024
2023	PAID	\$223.89	\$0.00	\$0.00	\$223.89	3/25/2023
2022	PAID	\$223.89	\$0.00	\$0.00	\$223.89	3/21/2022
2021	PAID	\$223.89	\$0.00	\$0.00	\$223.89	2/23/2021

Important Notice

# ALLEGHENY COUNTY VACANT PROPERTY RECOVERY PROGRAM

## CONFLICT OF INTEREST FORM

All applicants requesting participation in an Allegheny County Economic Development (ACED) or Redevelopment Authority of Allegheny County (RAAC) program are requested to disclose whether they or any of their relatives are one or more of the following:

1. An employee of Allegheny County;
2. An elected or appointed official at the local, county, state or federal level; and/or
3. A person who has a personal financial interest or benefit and/or has decision-making ability that could influence the outcome of any application.

If one or all of these categories applies, a formal Conflict of Interest waiver must be obtained from the appropriate party. If the source of funding for your participation in an ACED/RAAC program is the U. S. Department of Housing and Urban Development (HUD), then a formal Conflict of Interest waiver must be submitted to HUD for approval.

**APPLICANT INSTRUCTIONS:** Please read all of the sections below and complete all sections as applicable to each applicant. More than one section may apply. Please sign the bottom of the form.

Check the appropriate box for each category			Category
I am*	I am related to*	I am not nor am I related to	
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	An Allegheny County Employee
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	An Elected or Appointed Official
<input type="radio"/>	<input type="radio"/>	<input checked="" type="radio"/>	A person who has a personal financial interest or benefit and/or has decision-making ability that could influence the outcome of any application.

\* If you checked anything in the "I am" and/or the "I am related to" Category above, please provide the following information regarding this relation (attach additional pages as necessary):

Name	Title	Organization/Department	Relationship to Applicant

I/we acknowledge and agree that any misrepresentation contained in this Conflict of Interest Disclosure may result in the cancellation of my application for acquisition assistance or, if the misrepresentation is discovered after the acquisition assistance has been granted, I/we may be required to repay the entire amount of acquisition assistance upon demand.

Stacey M. Welch  
Applicant Name (Printed)

[Signature]  
Applicant Signature

12/19/22  
Date

Edward Banichs  
Co-Applicant Name (Printed)

[Signature]  
Co-Applicant Signature

12/19/22  
Date

Address (Property applied for)

Block/Lot

Municipality

In addition, the applicant(s) have completed all required Municipal Conflict of Interest processes and it has been determined that no Conflict of Interest exists. Copies of such documentation will be made available to ACED/RAAC upon request.

CHRISTOPHER C. BLACKWAL  
Municipal Official Name (Printed)

[Signature]  
Municipal Official Signature

MAY 02, 2024  
Date

MUNICIPALITY OF PENN HILLS

Resolution No. 2024 - 24

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS  
COUNTY OF ALLEGHENY, COMMONWEALTH OF  
PENNSYLVANIA, APPROVING THE COMMUNITY  
DEVELOPMENT BLOCK GRANT PROGRAM BUDGET,  
ACTION PLAN, AND THE HOME PROGRAM FOR FY 2024.

WHEREAS, the Municipality of Penn Hills is entitled to receive federal assistance  
under the provision of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, the Consolidated Plan is subject to minor revisions by the Planning  
Department, as may be required by HUD in order to secure approval, and

WHEREAS, to secure such assistance it is necessary to file an application with  
United States Department of Housing and Urban Development, and

WHEREAS, the Council has reviewed public testimony in regard to the proposed  
Community Development Program, HOME Program, and the One-Year Action Plan, and

WHEREAS, the Council will comply with all requirements as specified in 24 CFR  
70.303, October 31, 1984,

NOW, THEREFORE, BE IT RESOLVED that the that Mayor and Council hereby  
ratify and affirm the action taken by the Mayor and Manager for the timely submittal of the  
Community Development Application, One-Year Action Plan, and the HOME Program as shown  
on "Attachment A."

THIS RESOLUTION APPROVED AND ADOPTED BY THE MAYOR AND  
COUNCIL OF THE MUNICIPALITY OF PENN HILLS, this 20 day  
of May, 2024.

\_\_\_\_\_  
PAULINE CALABRESE, MAYOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT ANDREJCHAK, MANAGER

\_\_\_\_\_  
DATE

**“Attachment A”**

**PROPOSED  
FY 2024 CD PROJECTS**


<u>PROJECT</u>	<u>BUDGET</u>	<u>PUBLIC SERVICES</u>
YBMKQ Cynthia Stotts Community FP	\$ 15,000.00	\$ 15,000.00
Jefferson Manor Food Pantry	\$ 5,000.00	\$ 5,000.00
Penn Hills Services Association	\$ 30,000.00	\$ 30,000.00
WPHCA	\$ 20,000.00	\$ 20,000.00
Ruth's Way	\$ 5,000.00	\$ 5,000.00
Housing Counseling Services	\$ 30,000.00	\$ 30,000.00
Single Family Rehab	\$ 50,000.00	\$ 0
Senior Aid Rehab	\$ 10,000.00	\$ 0
SSC Handrail Program	\$ 10,000.00	\$ 0
Town Wide Demolition	\$ 100,000.00	\$ 0
Street Improvements	\$ 229,586.00	\$ 0
Senior Service Center Improvements	\$ 20,000.00	\$ 0
Wm McKinley Center Improvements	\$ 20,000.00	\$ 0
Multi-Purpose Center Improvements	\$ 20,000.00	\$ 0
YBMKQ Center Improvements	\$ 20,000.00	\$ 0
Accessible Improvements	\$ 50,000.00	\$ 0
General Program Administration	\$ 100,000.00	\$ 0
 TOTAL	 \$734,586.00	 \$105,000.00

The total for Public Service expenditures cannot exceed 15% of the total CD expenditures for the program year.  
The above budget is approximately 14.29% Public Services.

## Penn Hills Dept of Planning & Economic Development

---

**To:** Mayor and Council

**From:** Chris Blackwell, Director 

**CC:** Scott Andrejchak  
Meg Balsamico  
Damian Buccilli

**Date:** May 9, 2024

**Re:** FY2024 Community Development Block Grant Program

Attached is a resolution to approve the FY 2024 CDBG program which includes the FY 2024 Annual Action Plan, HOME program, and CDBG budget. Following two public hearings and the receipt of comments from residents we are pleased to present the FY 2024 Annual Action Plan. Your packet includes the executive summary of the Annual Action Plan and a summary of the proposed projects that illustrates the proposed funding and the remaining balances from previous program years for your convenience.

Penn Hills receives Community Development Block Grant funds from HUD each year. Based on our population and income Penn Hills qualifies as an entitlement community and receives a specific allocation directly from HUD. This year we expect to receive approximately \$699,586.00, combined with program income from our rehab program of an estimated \$35,000.00, we expect to have a total budget of \$734,586.00. FY2024 will be the 50th year that Penn Hills has received Federal funding and operated the CDBG program. The FY 2024 HOME budget is estimated at \$130,495.00 for the highly successful Homebuyer Assistance Program.

Each year the Department of Planning and Economic Development reaches out to community leaders, organizations, non-profits, and stake holders to gather input on the coming Community Development Block Grant Program year. We advertise and hold public hearings to gain input from the community. The first public hearing took place at the February 22, 2024, meeting of the Planning Commission. The Second meeting took place on March 21, 2024. The budget is scheduled for adoption at your May 20, 2024, meeting of Mayor and Council before it is submitted to HUD in May. Following your approval of the resolution, we will forward the Action Plan and application for funding to HUD. We look forward to carrying out these activities in the coming Program Year.

Attached is a list of the proposed project, funding amounts and a description of each activity.



## **AP-05 Executive Summary - 91.200(c), 91.220(b)**

### **1. Introduction**

The Municipality of Penn Hills is an entitlement community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program. The Community Development Block Grant (CDBG) Entitlement Program provides annual grants on a formula basis to entitled cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The program is authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C.-530.1 et seq. (Source: [www.hudexchange.info/programs/cdbg-entitlement](http://www.hudexchange.info/programs/cdbg-entitlement))

The Municipality also receives entitlement funds under the HOME Investment Partnerships (HOME) Program through the Allegheny County HOME Consortium. The HOME Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use - often in partnership with local nonprofit organizations - and a wide range of activities including building, buying, and/or rehabilitation of affordable housing for rent or homeownership or providing direct rental assistance to low-income people. It is the largest Federal block grant to state and local governments designed exclusively to provide affordable housing for low-income households. (Source: [www.hudexchange.info/programs/home](http://www.hudexchange.info/programs/home))

In compliance with HUD regulations, the Municipality must prepare an Annual Action Plan every year for its CDBG allocation which presents what specific projects the Municipality will accomplish with CDBG, HOME, and other funding sources to address the priority needs identified in the FY 2020-2024 Five Year Consolidated Plan. The FY 2024 Program year starts on July 1, 2024 and ends on June 30, 2025. To complete the CDBG program year, the Municipality reports annually at the end of the program year on the progress it has made toward its Consolidated Plan goals in the Consolidated Annual Performance and Evaluation Report (CAPER).

The Annual Action Plan is a collaborative effort between the Municipality of Penn Hills, the community at large, social service agencies, municipal staff, housing providers, community development agencies, and economic development groups. The planning process was accomplished through a series of public meetings, stakeholder consultations, statistical data, and review of previous community development projects.

The Municipality of Penn Hills' Department of Planning and Economic Development is the lead entity and administrator for the CDBG funds. The Municipality of Penn Hills receives HOME funds





as a member of the Allegheny County HOME Consortium. Allegheny County is the administering PJ of the HOME funds.

**Available Funds:**

The following financial resources are included in the FY 2024 Annual Action Plan to address the priority needs identified in the FY 2020-2024 Consolidated Plan. The Municipality of Penn Hills estimates it will receive the following federal funds during the FY 2024 program year:

CDBG Funds	\$ 699,586
CDBG Program Income	\$ 35,000
HOME Funds	\$ 130,495
<b>TOTAL</b>	<b>\$ 865,081</b>

**Table 1 - Entitlement Funds**

**Maps:**

Below are the following maps which illustrate the demographic characteristics of the Municipality of Penn Hills:

- Population Density by Block Group
- Percent White Population by Block Group
- Percent Minority Population by Block Group
- Percent Population Age 64+ by Block Group
- Total Housing Units by Block Group
- Percent Owner-Occupied Housing Units by Block Group
- Percent Renter-Occupied Housing Units by Block Group
- Percent Vacant Housing Units by Block Group
- Low/Moderate Income Percentage by Block Group
- Low/Moderate Income with Minority Percentage by Block Group

## PROPOSED

# FY2024 Penn Hills CDBG Program

## Introduction

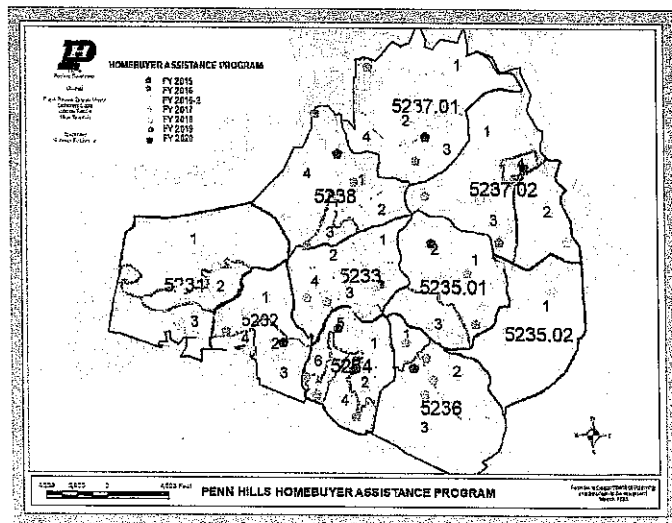
As an entitlement grantee community, the Municipality of Penn Hills receives an annual federal Community Development Block Grant (CDBG) allocation from the Department of Housing and Urban Development. The following is a summary of the proposed activities for Year 50 (FY2024). CDBG projects are to be approved by the Penn Hills Mayor and Council after a formal citizen participation process. The first public hearing took place on Thursday, February 22, 2024, at 7:00pm before the Penn Hills Planning Commission. The second public hearing took place on Thursday, March 21, 2024, and the date for adoption of the plan by Penn Hills Mayor and Council is scheduled for Monday, April 22, 2024, at 7:00pm. The release of funds takes place following approval of the Action Plan and approval of environmental reviews by HUD. For FY 2024, the Municipality of Penn Hills expects to receive a CDBG entitlement grant in the amount of \$699,586.00 and program income of \$35,000 for a total budget of \$734,586.00, and a HOME allocation of approximately \$130,495.00 through the Allegheny County HOME Consortium. In order to receive these funds, the Municipality of Penn Hills must prepare a One Year Annual Action Plan for the use of the CDBG funds. At least 70% of the CDBG funds must benefit low and moderate-income persons living in the Municipality. The Municipality will be preparing its CDBG application, and it intends to afford residents, local agencies, and interested parties the opportunity to become involved in the planning process.

The order of the projects below is placed in the same order as their prospective Penn Hills account numbers. They are not listed in order of importance. The remaining balances from previous program years include funds from the proposed substantial budget amendment. The following projects will begin immediately upon release of funding.

## Housing Counseling Services

**\$30,000.00**

The Penn Hills Homebuyer Assistance Program provides downpayment and closing costs to low-income families for the purchase of a home in Penn Hills. The program is funded with HOME funds through a consortium with Allegheny County and McKeesport. HOME allows up to 10% of the funding to be used for administration. The sale of homes through the Homebuyer Assistance Program requires a significant amount of work to bring a prospective



homebuyer to closing. As a result, we will use the full HOME allocation of \$130,495.00 to assist new homebuyers and fund the housing counseling and closing services with CDBG funds. As of this date we have assisted over 70 low-income families in the purchase of a home in Penn Hills at a total cost of \$8,902,775.02 and downpayment and closing cost assistance of \$765,019.00. The even distribution of homes throughout Penn Hills illustrates that when given an opportunity, low-income families will choose where they want to live. Remaining funds from previous years are encumbered and will be expended before the close of the current program year.

#### **Cynthia Stotts Community Food Pantry**

**\$ 15,000.00**

This activity was formerly operated as the Lincoln Park Community Center Food Pantry. The Young Black Motivated Kings and Queens Community Center is a non-profit citizen-based organization operating the Cynthia Stotts Community Food Pantry located at 7300 Ridgeview Avenue. For many years this building has housed a wide variety of community and family services including a senior room, a gymnasium, a head start program, a satellite library, meeting rooms, and many other activities. The food bank is one of the many services offered at the YBMKQ Center. A large amount of the Center's pantry supply is purchased from the Greater Pittsburgh Food Bank. The proposed budget is \$15,000.00 for 2024. The objective is to provide a suitable living environment and the outcome is availability and accessibility. Performance will be measured by the number of people that now have new access to food and other items that they could not otherwise afford. \$0.00 funding remains from previous program years.

#### **Jefferson Manor Food Pantry**

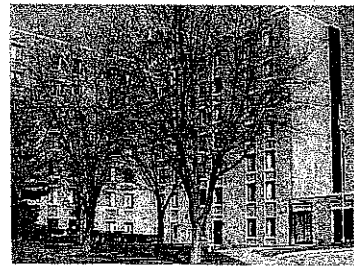
**\$ 5,000.00**

This activity provides funds for a food pantry to serve the residents of Jefferson Manor. The hi-rise units are operated by the Allegheny County Housing Authority, and all occupants are low-income. The residents receive rent subsidies and are eligible for food stamp programs but these are deemed to be insufficient. The food pantry supplements



other welfare programs, and by virtue of its first floor location in the hi-rise

provides a welcome convenience. The budget remains the same for 2024. \$11,929.46 remains from previous program years for a total of \$15,429.46. The Jefferson Manor Food Pantry is located at 201 Jefferson Road. Performance will be measured by the number of people that now have new access to food and other items that couldn't otherwise afford. Fundraisers for the Greater Pittsburgh Food Bank include the Empty Bowls Dinner. (left)



### **Penn Hills Service Association Food Pantry**

**\$30,000.00**

These funds are used to purchase food, clothing, and medical supplies for low-income families on a town-wide basis. The Penn Hills Service Association has been a sub-recipient of Penn Hills Community Development Block Grant funds for many years. They are a well-organized group of volunteers dedicated to helping the needy. They have provided food, clothing, and medical supplies to deserving families for many years. They supplement these CDBG funds with tag days and other fund-raising efforts. Their headquarters is located at 2519 Main Street in the Universal Neighborhood, but they serve residents from all parts of the community within their service area. They also purchase supplies for their families from the Greater Pittsburgh Food Bank. The objective is to provide a suitable living environment and the outcome is availability and accessibility. Performance will be measured by the number of people that now have improved access to food and other items that they couldn't otherwise afford. \$30,000.00 remains from previous program years for a total of \$60,000.00.



### **Western Penn Hills Community Action**

**\$20,000.00**

This program has been operated for the many years by Western Penn Hills Community Action. Low-income youths are employed and put to work on various community projects including cleanup work, landscaping and litter removal. The employees are also provided with mentoring programs designed to broaden the work experience. Local non-profit organizations and the municipality's department directors are free to request that the WPHCA and the employees undertake specific projects in low-income areas. These could include graffiti removal, litter cleanup, or vegetation control. Recent discussion about the amount of litter in various locations and possible neighborhood projects has generated a request to spend more time on litter clean up and special projects than clearing vegetation from vacant lots in the coming year. Although the program operates out of the First Baptist Church in Penn Hills on Chadwick Street, this is a town wide program. The objective is to provide a suitable living environment and the outcome is sustainability. Performance will be measured by the number of people that now have new access to this program to provide a suitable living environment. No funding remains from previous years.



## **Ruth's Way**

**\$5,000.00**

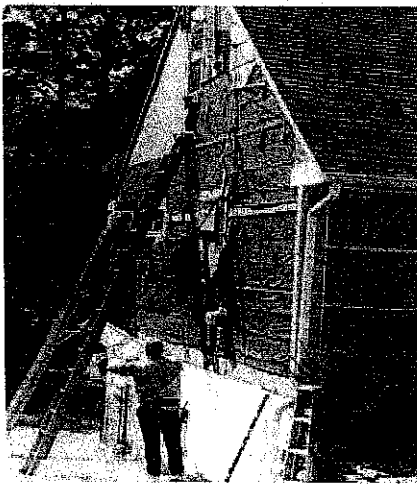


Ruth's Way is an Achievement Consulting Agency for Adolescent Girls, which strives to empower female youth to achieve their most successful futures possible, despite their past or current situation. Ruth's Way, Inc. is a faith-based, family-operated and family-oriented, nonprofit organization that assists female youth ages 10-17 to achieve their most successful futures possible, despite their past or current

situation. All of their programs and services are carried out from a strengths-based perspective which supports our young ladies and their families being in control of their own processes and outcomes. The National Objective is to benefit limited clientele and the objective is to provide suitable living environments and outcome is availability and accessibility. Performance will be measured by the number of young women that have new access to this program that could not otherwise been able to attend. No funding remains from previous years.

## **Single Family Rehabilitation Program**

**\$50,000.00**



This program provides 0% loans to qualifying low-income homeowners. Because the interest rates are so low at this time, we are considering reducing the interest rate to 0%. Repayment of loans provides an estimated \$35,000 of program income each year which is put back into the program. A matching grant of up to \$2,500.00 is available for accessible improvements. We offer this program to low and moderate income homeowners and encourage them to make necessary improvements to their homes. We assist homeowners in the application and bidding process. We process applications, prepare bid specifications and monitor construction through the Municipality's Housing Coordinator. During the life of the CDBG program we

have approved, carried out the work, and satisfied over 700 loans. The objective is to provide decent housing and the outcome is availability and accessibility. Performance will be measured by the number of families no longer living in substandard housing. No available funding remains in the budget from previous program years. Existing applications will result in the expending of existing funds prior to the end of the program year.

## Senior Aid Rehab

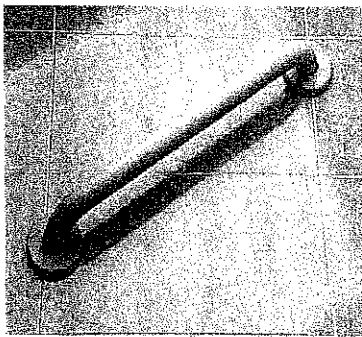
**\$10,000.00**



Funds from this activity will be used to provide \$1,000.00 grants to low-income senior citizens to assist them with upgrades to improve their quality of life. Typical Senior Aid Rehab activities include accessibility improvements such as grab bars and handrails, electrical upgrades including a new electrical service, and other lower cost items. For activities in excess of \$1,000.00 the applicant can receive the grant and simply pay the difference. Qualifying participants have taken advantage of both the single-family rehab program and the Senior Aid Rehab program. This is a very popular program. The objective is to provide decent housing and the outcome is availability and accessibility. Performance will be measured by the number of families no longer living in substandard housing. \$3,000.00 remains from previous program years for a total of \$13,000.00.

## Senior Handrail Program

**\$10,000.00**

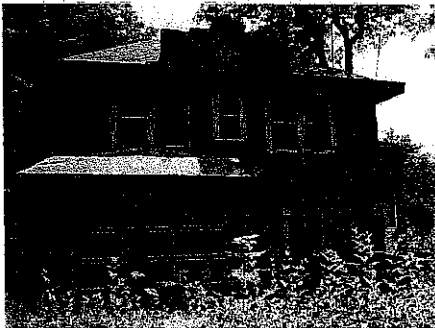


Funds from this activity are used to provide grants to low-income senior citizens to assist them with upgrades to improve their quality of life. The Senior Service Center operated a successful handrail program for several years before handing it over to the Planning Department. This activity will enhance our already successful rehab programs and assist senior residents in making their homes safer. Funds from this activity were used to install handrails in approximately 40 low-income senior households per year. The objective is to provide decent housing and the outcome is availability and accessibility. Performance will be measured by the number of families no longer living in substandard housing. No funding remains from previous program years.

## Townwide Demolition

**\$100,000.00**

In combination with rehabilitation program, the removal of unsafe and deteriorated structures is a very important part of the Municipality's effort to eliminate slums and blight. When owners of deteriorated structures cannot be located and successfully prosecuted, or when owners are low-income individuals that cannot afford to remove the violation themselves, we will demolish the structure with CDBG funds. Specific guidelines are carried out to attempt to locate the owner or their heirs prior to bidding out the demolition. Once the property is demolished, a lien is placed on the property so future recovery of costs is possible. This program operates on a town wide basis. These funds can also be used to remove retaining walls, debris, and accessory structures as well as for the reestablishment of appropriate lawns or vegetation.



Penn Hills expends nearly \$100,000.00 per year on the demolition of unsafe structures and will continue to do so at a similar pace. There is a cap on the amount of funds to be spent on the demolition. It is not a low-mod activity. Demolition does not meet the National Objective of benefit to low-mod residents. Although the structures are removed, Penn Hills does not own the land. We are removing a code violation and unsafe condition. Maintenance of the vacant lot is still the responsibility of the landowner. Many

residents in the vicinity of these lots would like to see these vacant lots maintained as lawn. Although our specifications require that the contractor fine grade the property and rake to establish a surface suitable for mowing, Penn Hills does not have the resources to mow these lots and there is no ordinance that requires owners of vacant property to maintain it as lawn. In fact, the opposite is true. Land is to remain wooded until a development proposal is approved. As long as no development proposal or building permit is obtained, these sites may return to woodland. This activity qualifies under Removal of Slum and Blight. It is not a low/mod income activity. The objective is to provide a suitable living environment and the outcome is sustainability. Outcome performance is measured by the number of unsafe structures removed through this activity. \$9,063.90 remains from previous program years for a total of \$109,063.90.

## Street Reconstruction

**\$229,586.00**



This program is designed to provide street reconstruction in low-income neighborhoods throughout the municipality. We have essentially caught up with deteriorated streets in eligible neighborhoods and can now pave on a standard cycle. Street reconstruction is intended to benefit the quality of life in these neighborhoods by improving the physical environment. These improvements add value to the homes in the area and hopefully encourage home ownership, rehabilitation activity, and new

construction. This is not a significant amount of funding when it comes to the cost of street reconstruction. This activity serves low-income areas town-wide. The Superintendent of Public Works and his staff have identified streets in need of reconstruction and prepared a list for the chart below. The objective is to provide a suitable living environment and the outcome is sustainability. Performance for this activity will be measured by the number of people that no longer have access to only substandard streets as a result of the improvements.

CDBG STREETS FY2024					
Street	Termini	Length Feet	Census Tract	Block Group	% Low Mod
Suncrest Drive	Grove to Grove	2,490	5231.00	2	54
Calmar Drive	Mark to Mt. Carmel	1,160	5231.00	2	54
Total		3650			



## **Accessible Improvements**

**\$50,000.00**

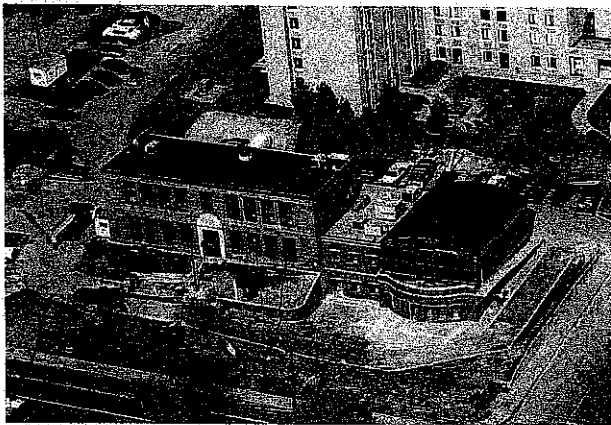


These funds will be used to provide accessible improvements and the remove architectural barriers from municipal buildings and public facilities. This activity is in response to a monitoring visit from HUD where various barriers to access municipal buildings were pointed out. The monitoring resulted in a Voluntary Compliance Agreement that requires specific accessible improvements and upgrades be constructed. These funds will be use to make accessible improvements at the William McKinley

Center. These improvements will include the installation of accessible restrooms at the William McKinley Center. The objective is to provide a suitable living environment and the outcome is availability and accessibility. Performance will be measured by the number of people that no longer have access to a substandard facility as a result of the improvement. \$22,774.75 remains from previous years for a total of \$72,774.75. These funds will be expended on the UFAS Restroom Improvements.

## **Senior Service Center Improvements**

**\$20,000.00**



The Senior Service Center has requested funding for a variety of projects. The Center is located at 147 Jefferson Road in Penn Hills. Each project is given a level of priority by the Director of the Senior Service Center. Priorities include safety and security improvements to the lobby and computer system improvements. The sidewalks surrounding the Senior Service Center were completed during the FY2022 Program Year.

The objective is to provide a suitable living environment and the outcome is availability and accessibility. Performance in this activity will be measured by the number of people that no longer have access to only a substandard facility as a result of this improvement. \$3,435.25 remains from previous program years for a total of \$23,435.25.

### **William McKinley Improvements**

**\$20,000.00**

This activity will fund ongoing improvements at the William McKinley Center. The \$20,000.00 proposed for 2024 will be used to provide interior accessible improvements including restrooms. This work is required as part of a Voluntary Compliance Agreement with HUD. The objective is to provide a suitable living environment and the outcome is availability and accessibility. Performance will be measured by the number of people that no longer only have access to a substandard facility as a result of the improvement. \$8,651.27 remains from previous program years for a total of \$28,651.27. The accessible improvements are projected to cost in excess of \$100,000.00 so the funds will be transferred from other activities once bids are received.

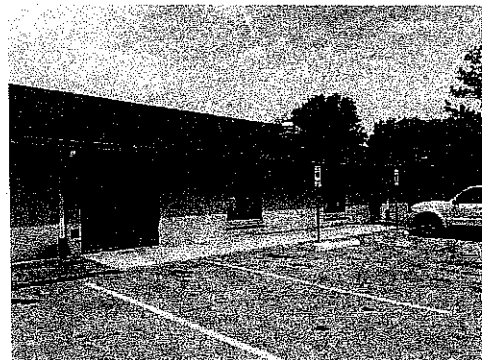
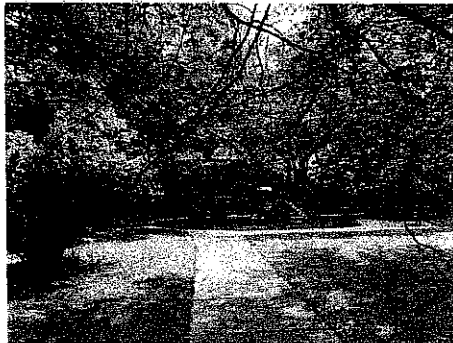


### **Multi-Purpose Center Improvements**

**\$20,000.00**

These funds will be used to make improvements to the Penn Hills Multi-Purpose Center at 2025 Lincoln Road. Funds from this activity will be used to make additional interior UFAS improvements to the kitchen area. Accessible improvements will include accessible kitchen appliances as required by the Voluntary Compliance Agreement described above. Recent improvements include accessible restrooms,

exterior doors, thresholds sidewalks and ramps.



The objective is to provide a suitable living environment and the outcome is availability and accessibility. Performance will be measured by the number of people that no longer only have access to a substandard facility as a result of the improvement. No funding remains from previous program years..

## General Program Administration

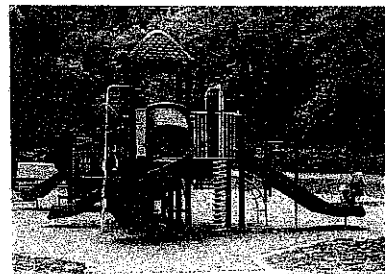
**\$100,000.00**

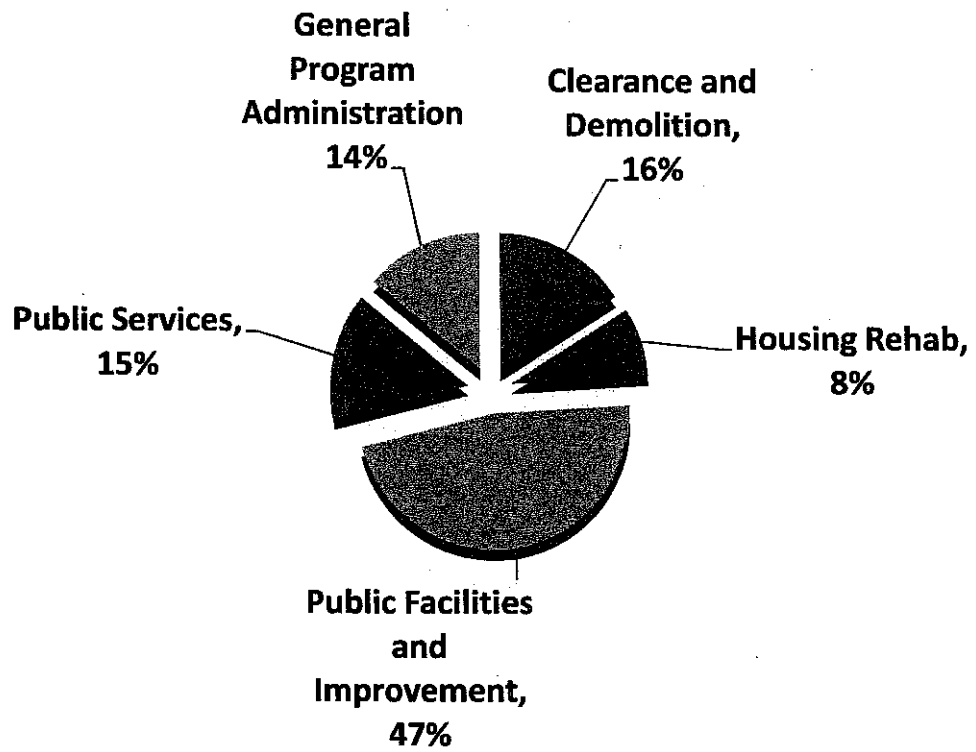
General Program Administration (GPA) is used for consulting costs, salaries, legal fees, advertising, computer hardware and software, office supplies, salaries, and other administrative costs incurred by the Planning Department in its operation of the CDBG Program. As a HUD Entitlement Community we are obligated to affirmatively further fair housing. In 2019 we hired the Fair Housing Law Center to assist us in fair housing education and outreach. Funds for this program come from the General Program Administration account. Other incidental costs may be charged to this account including training, travel expenses, and many other special needs related to the administration of the program. Penn Hills is permitted to use up to 20% of the CDBG expenditures for administration. The FY2023 budget will utilize up to 14% of the budget on administration. This means that 86% of the Penn Hills CDBG funds is used to accomplish the goals of the CDBG program which is the benefit to low-income people. In the future we anticipate hiring a CDBG Coordinator to administer the CDBG Program. This will allow us to better serve Penn Hills' low-income residents and free up time for the Planning Department staff to focus on grant writing and other planning department functions. \$83,394.98 remains from previous program years for a total of \$183,394.98.

## Conclusion

The Penn Hills Department of Planning and Economic Development are assigned the primary responsibility for the day-to-day implementation of the Penn Hills Community Development Block Grant Program. The staff maintains an ongoing relationship with both sub-recipients and HUD representatives and maintains project records. Each year with the help of consultants we prepare the Action plan to apply for funding and prepare the Consolidated Annual Performance and Evaluation Report (CAPER) to report on the year's expenditures and performance. Both documents are available at [www.pennhills.org](http://www.pennhills.org) or in the Planning Department. Citizen comments and inquiries are encouraged and welcome. Write the Penn Hills Dept of Planning and Economic Development at 102 Duff Road, Penn Hills, Pa. 15235, call 412-342-1172, or contact us online at [www.pennhills.org](http://www.pennhills.org).

Citizens should be aware that the Community Development Block Grant Program has an obligation to meet federal regulations. Program activities are designed to primarily benefit low and moderate-income persons. The budget will be adopted by Mayor and Council in May and forwarded to HUD for their review and approval. There are always possibilities for either amendments to the plan or other programs which may be available to meet your needs.





**PROPOSED  
FY2024 CD PROJECTS**

<u>PROJECT</u>	<u>BUDGET</u>	<u>PUBLIC SERVICES</u>
YBMKQ Cynthis Stotts Community FP	\$ 15,000.00	\$ 15,000.00
Jefferson Manor Food Pantry	\$ 5,000.00	\$ 5,000.00
Penn Hills Services Association	\$ 30,000.00	\$ 30,000.00
WPHCA	\$ 20,000.00	\$ 20,000.00
Ruth's Way	\$ 5,000.00	\$ 5,000.00
Housing Counseling Services	\$ 30,000.00	\$ 30,000.00
Single Family Rehab	\$ 50,000.00	\$ 0
Senior Aid Rehab	\$ 10,000.00	\$ 0
SSC Handrail Program	\$ 10,000.00	\$ 0
Town Wide Demolition	\$ 100,000.00	\$ 0
Street Improvements	\$ 229,586.00	\$ 0
Senior Service Center Improvements	\$ 20,000.00	\$ 0
William McKinley Center Improvements	\$ 20,000.00	\$ 0
Multi-Purpose Center Improvements	\$ 20,000.00	\$ 0
YBMKQ Center Improvements	\$ 20,000.00	\$ 0
Accessible Improvements	\$ 50,000.00	\$ 0
General Program Administration	\$ 100,000.00	\$ 0
 TOTAL	 \$ 734,586.00	 \$105,000.00

The total for Public Service expenditures cannot exceed 15% of the total CD expenditures for the program year. The above budget is approximately 14.29% Public Services.

MUNICIPALITY OF PENN HILLS  
Resolution No. 2024-25

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS,  
COUNTY OF ALLEGHENY, COMMONWEALTH OF  
PENNSYLVANIA, APPROVING AN REIMBURSEMENT AND  
MAINTENANCE AGREEMENT WITH PENNDOT AND  
AUTHORIZING PROPER MUNICIPAL OFFICIALS TO SIGN THE  
AGREEMENT ON THE MUNICIPALITY'S BEHALF

**BE IT RESOLVED**, by authority of the Council of the Municipality of Penn Hills,  
County of Allegheny, and it is hereby resolved by authority of the same, that the  
Municipal Manager of said Municipality be authorized and directed to sign the  
Agreement on its behalf.

By:

\_\_\_\_\_  
PAULINE CALABRESE  
Mayor

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
SCOTT ANDREJCHAK  
Municipal Manager

\_\_\_\_\_  
DATE

I, Diane Fitzhenry, Secretary, Municipality of Penn Hills, hereby certifies that the  
foregoing is a true and correct copy of Resolution 2024-25 adopted at a regular meeting  
of the Penn Hills Council, held the 20<sup>th</sup> day of May 2024

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
DATE

MUNICIPALITY: Penn Hills Township  
COUNTY: Allegheny  
PROJECT (SR & SEC.):0400-A53 & 0791-  
A05  
AGREEMENT NO.: 11A186

FEDERAL I.D. NO.: 25-6002419  
SAP VENDOR NO.: 159205  
MPMS NO.:113342

## **REIMBURSEMENT AND MAINTENANCE AGREEMENT**

This Reimbursement and Maintenance Agreement is made between the Commonwealth of Pennsylvania, Department of Transportation ("PennDOT"),  
and

Penn Hills, a Township duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials ("Municipality").

PennDOT has under its jurisdiction State Routes ("SR") 0400 and 0791, located in Penn Hills Twp., Allegheny County. PennDOT intends to improve SR 0400 from Segment 0200 Offset 0512 to Segment 0300 Offset 0754 and SR 0791 from Segment 0030 Offset 2914 to Segment 0050 Offset 0185, through roadway alterations or resurfacing ("Project"), as more fully described in Exhibit A.

SR 0400 & 0791 intersects with streets under the jurisdiction of the Municipality ("Local Roads"). To meet requirements of the Americans with Disabilities Act ("ADA"), PennDOT shall remove the existing pedestrian facilities at the intersections of SR 0400 & 0791 and the Local Road(s) and install new pedestrian facilities ("Pedestrian Facilities") as part of the Project. The Pedestrian Facilities shall be constructed to serve pedestrian traffic and must meet the Federally established design standards for pedestrian accessibility required by the ADA.

The parties desire to enter into this agreement to set forth their financial obligations and maintenance responsibilities for the Project and the Pedestrian Facilities.

The parties, intending to be legally bound, agree as follows:

1. **Construction in Accordance with Plans, Specifications, and Drawings.** PennDOT, by contract or with its own forces, shall construct the Project and the Pedestrian Facilities in accordance with the plans, specifications, and drawings prepared by or for PennDOT in Exhibit A.

2. **Cost Responsibilities.** PennDOT shall be solely responsible for all costs of the Project other than the Pedestrian Facilities. The Municipality and PennDOT shall be responsible for the costs of the Pedestrian Facilities as follows:

- a. **Municipality's Responsibilities.** The Municipality shall be solely responsible for the costs of Pedestrian Facilities constructed to provide access across a local street under the jurisdiction of the Municipality at the intersection of a state highway.
- b. **Parties' Responsibilities.** The Municipality and PennDOT shall be equally responsible for the costs of Pedestrian Facilities constructed on the diagonal of an intersection that provides access across both a local street under the jurisdiction of the Municipality and a state highway.
- c. **PennDOT's Responsibilities.** PennDOT shall be solely responsible for the costs of Pedestrian Facilities constructed at the intersection of two state highways.



3. **Reimbursement.** The Municipality shall pay PennDOT, by way of reimbursement, for all actual costs associated with construction of the Pedestrian Facilities in accordance with Section 2 above, including inspection costs, as tabulated on Exhibit B. The Municipality's estimated reimbursement to PennDOT is forty five thousand, six hundred and seven Dollars (\$45,607.00).

4. **Methods of Payment.** Upon completion of the Pedestrian Facilities, PennDOT shall send the Municipality a written notice of completion and an invoice specifying the items constituting the total cost of the Pedestrian Facilities for which it is responsible in accordance with Section 3, above. The Municipality shall make payment to PennDOT in full through the Option selected below:

☒ Option A:

The Municipality shall make payment to PennDOT in full within 30 days of receipt of such invoice.

☐ Option B:

After receipt of the invoice, the Municipality shall make monthly payments to PennDOT for a period of one year. The payments shall be in equal amounts and total all costs due.

☐ Option C:

The Municipality shall make payment to PennDOT in full after receiving the necessary funds from a Pennsylvania Infrastructure Bank (PIB) loan. The Municipality shall make payment to PennDOT in full within 30 days of receipt of such loan, which must be no longer than 60 days after completion of the Project.

☐ Option D:

The Municipality authorizes PennDOT to withhold and apply so much of the Municipality's Liquid Fuels Tax Fund allocation as necessary to reimburse PennDOT in full for all costs due.

5. **Maintenance.** Upon receipt of the written notice required by Section 4, above, the Municipality shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the Pedestrian Facilities, which includes, without limitation, clearing and removal of snow and ice and application of anti-skid or de-icing materials. In addition, the Municipality shall, at its sole cost and expense, be responsible for all future alterations to the Pedestrian Facilities required for ADA compliance. The Municipality may, by ordinance, transfer these responsibilities (both maintenance and future alteration required for ADA compliance) to other parties, but the Municipality shall remain responsible for the enforcement of such ordinance. Nothing contained in this agreement shall be construed as an assumption or acknowledgement by PennDOT of responsibility for the maintenance and future repair of the Pedestrian Facilities.

6. **Available Funds.** The Municipality, by executing this agreement, certifies that it has on hand or will acquire sufficient funds to meet all of its obligations for the Pedestrian Facilities as set forth in this agreement.

7. **Default.** If the Municipality fails to perform any of the terms, conditions or provisions of this agreement, including, but not limited to, any default of payment subject to 45 days prior written notice by PennDOT to the Municipality of such default, the Municipality authorizes PennDOT to withhold so much of the Municipality's Liquid Fuel Tax Allocation as may be needed to complete any necessary work and reimburse PennDOT its costs with the Municipality's Liquid Fuels Tax Allocation, or a portion, to remedy the default.

8. **Abandonment of the Project.** Nothing contained in this agreement shall be deemed to be a waiver by PennDOT of its discretion to abandon or postpone the Project.
9. **Commonwealth Standard Provisions.** The Municipality agrees to comply with the Commonwealth provisions attached as Exhibit C.
10. **Adoption of Ordinances or Resolutions.** The Municipality shall enact or adopt such ordinances or resolutions as may be necessary to affect the purposes of this agreement.
11. **PennDOT Authorizations.** The terms and conditions of this agreement are not intended to enlarge, and shall not be construed as enlarging, PennDOT's obligations regarding maintenance and operation of the state highway system under either the State Highway Law, Act of June 1, 1945, P.L. 1242, as amended, 36 P.S. § 670-101 et seq., or the Act of September 18, 1961, P.L. 1389, No. 615, as amended, 36 P.S. § 1758-101 et seq. PennDOT is authorized to maintain the Pedestrian Facilities if the Municipality fails to do so within a reasonable amount of time after PennDOT has notified the Municipality of needed maintenance to the Pedestrian Facilities. The Municipality shall reimburse PennDOT for the total cost of any maintenance to the Pedestrian Facilities made by PennDOT.
  - a. **Notice of Deficiencies.** If PennDOT determines that the Pedestrian Facilities are not being maintained in accordance with this agreement, PennDOT will provide written notice no less than 60 days prior to taking any action to correct the deficiencies.
  - b. **Cure Period.** The Municipality shall have 60 days to correct the deficiencies contained in the written notice or to contest, in writing, PennDOT's findings within 30 days following receipt of the written notice.

- c. **Stay of Cure Period.** The requirement that the Municipality correct the deficiencies within 60 days following receipt of the written notice shall be temporarily stayed, if the Municipality timely contests PennDOT's findings in writing.
- d. **Time to Resolve Disputes.** If the Municipality contests the deficiencies specified in the written notice it shall have 30 days to reach a written understanding with PennDOT related to the deficiencies specified in the written notice.
- e. **Disputes Resolved by Civil Engineer.** If the parties do not reach a written understanding, they shall select a civil engineer licensed by the Commonwealth who has substantial experience in traffic engineering to mediate the dispute. The engineer chosen must not be under an existing contract with either party.
- f. **Confidentiality.** To the extent permitted by law, all documents, discussions, and representations made in the dispute resolution process shall be confidential, and considered part of confidential compromise negotiations under Pennsylvania Rule of Evidence Rule 408, Pa.R.E. 408 (relating to confidential mediation communications and documents). The parties agree that no such documents, discussions, or representations shall be used or introduced in any legal proceeding.

12. **As-Is Condition.** The Pedestrian Facilities are provided to the Municipality "as is." The Municipality must review and accept the Project and Pedestrian Facilities plans, specifications, and drawings for conformance with applicable legal and technical

requirements. The Municipality must examine, judge, and test the constructed Pedestrian Facilities for itself and the Municipality shall not rely upon PennDOT's assertions.

13. **Disclaimer of Warranties.** PennDOT expressly disclaims all warranties (including, without limitation, implied warranties of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights

14. **Effective Date.** The Effective Date shall be the date that this agreement is fully executed by the Municipality and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

15. **Amendments and Modifications.** No alterations or variations to this agreement shall be valid unless made in writing and signed by the parties. Amendments to this agreement shall be accomplished through a formal written document signed by the parties with the same formality as the original agreement, with the exception of changes to contact information in Section 21.

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

17. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies

under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

18. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or as constituting PennDOT as the representative or general agent of the Municipality.

19. **Assignment.** This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

20. **No Third-Party Beneficiary Rights.** This agreement does not create or intend to confer any rights in or on persons or entities not a party to this agreement.

21. **Notices.** All notices and reports arising out of, or from, the provisions of this agreement must be in writing and given to the parties at the address provided under this agreement, either by regular mail, e-mail, or delivery in person:

**If to PennDOT:**

PA Department of Transportation  
Engineering District 11-0  
Attn: Johanna Seese, Management Analyst I

Address: 45 Thoms Run Road, Bridgeville, PA 15017

Telephone: (412) 429.2882

Fax: NA

Email: joseese@pa.gov

**If to Municipality:**

Penn Hills Township  
Attn: Scott Andrejchak, Municipal Manager

Address: 102 Duff Road

Pittsburgh PA 15235  
Telephone: 412-342-1086  
Fax:  
Email: sandrejchak@pennhillspa.gov

or to such other person or address as the parties may provide to each other in writing.

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

23. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

24. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

The parties have executed this agreement to be effective as of the date of the last signature affixed below.

Municipality

BY \_\_\_\_\_  
Title: \_\_\_\_\_ DATE \_\_\_\_\_

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate title and date signatures.

---

**DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AS TO LEGALITY AND  
FORM

BY \_\_\_\_\_  
Office of Chief Counsel \_\_\_\_\_ Date \_\_\_\_\_

BY \_\_\_\_\_  
Office of General Counsel \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_  
BY \_\_\_\_\_  
Office of Attorney General \_\_\_\_\_ Date \_\_\_\_\_

FUNDS COMMITMENT DOCUMENT  
NO.

BY \_\_\_\_\_  
For Comptroller Operations

AT-21.3

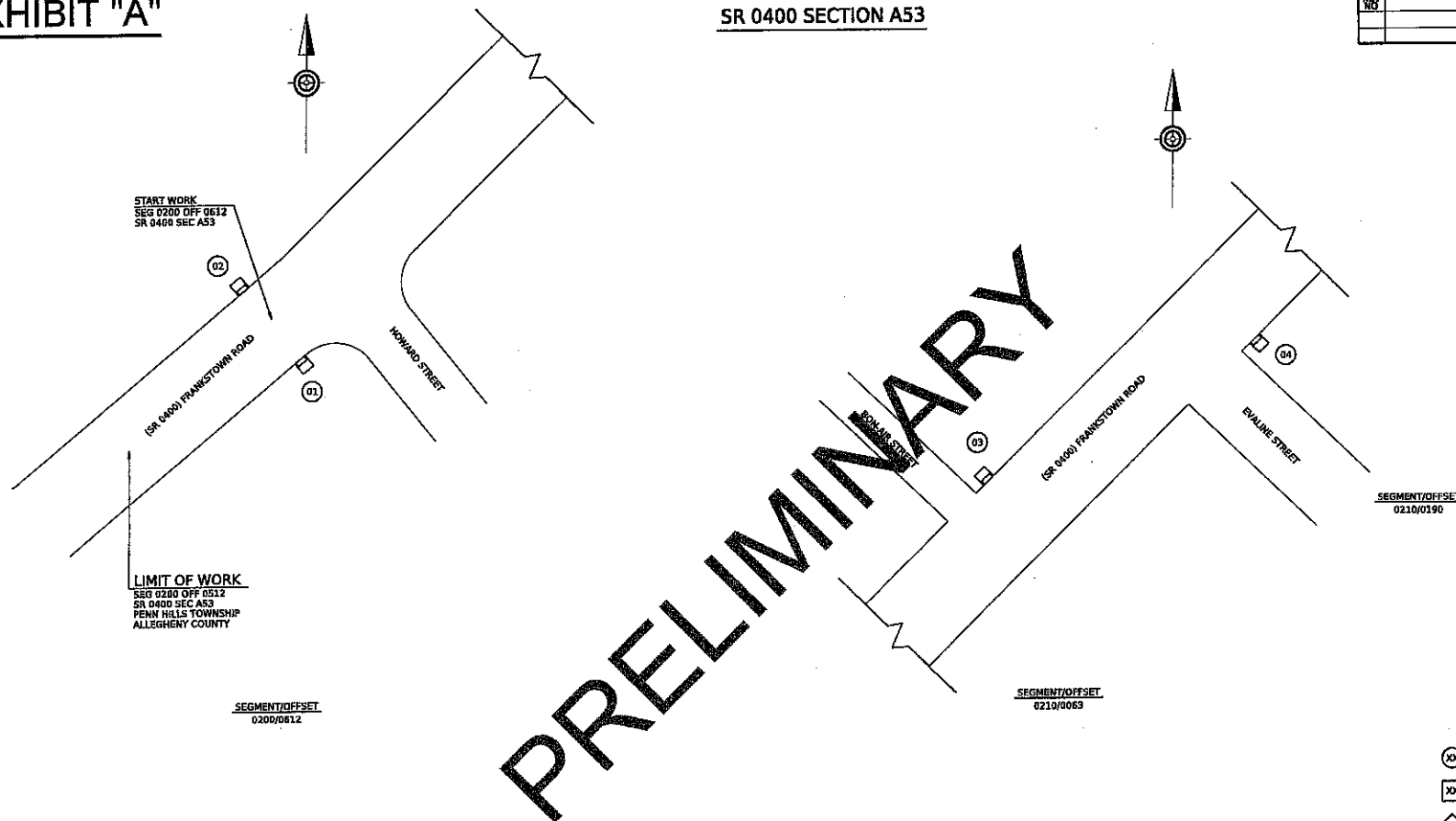


Agreement No. split            %, expenditure amount of \$            , for federal funds and .124883%, expenditure amount of \$45,607.00, for state funds. The related federal assistance program name and number is            ;  
  . The state program name and SAP fund is 581; Local Highway Construction.






EXHIBIT "A"

SR 0400 SECTION A53

DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
11-0	ALLEGHENY	0400	A53	18 OF 33	
PENN HILLS TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APP



### LEGEND

-  - STATE CURB RAMP TAB ID
-  - LOCAL CURB RAMP TAB ID
-  - STATE/LOCAL CURB RAMP TAB ID
-  - SIGNALIZED INTERSECTION
-  - CROSSWALK PAVEMENT MARKINGS

- NOTES: 1. CROSSWALKS SHOWN FOR LOCATION PURPOSES ONLY. COORDINATE INSTALLATION OF CROSSWALK PAVEMENT MARKINGS WITH THE FINAL LOCATION OF CURB RAMPS.
2. RELOCATE PEDESTRIAN PUSH BUTTONS TO PEDESTRIAN STOP POLES AS NECESSARY.

### CURB RAMP LOCATIONS

NOT TO SCALE

SR 0400 SECTION A53  
FRANKSTOWN ROAD

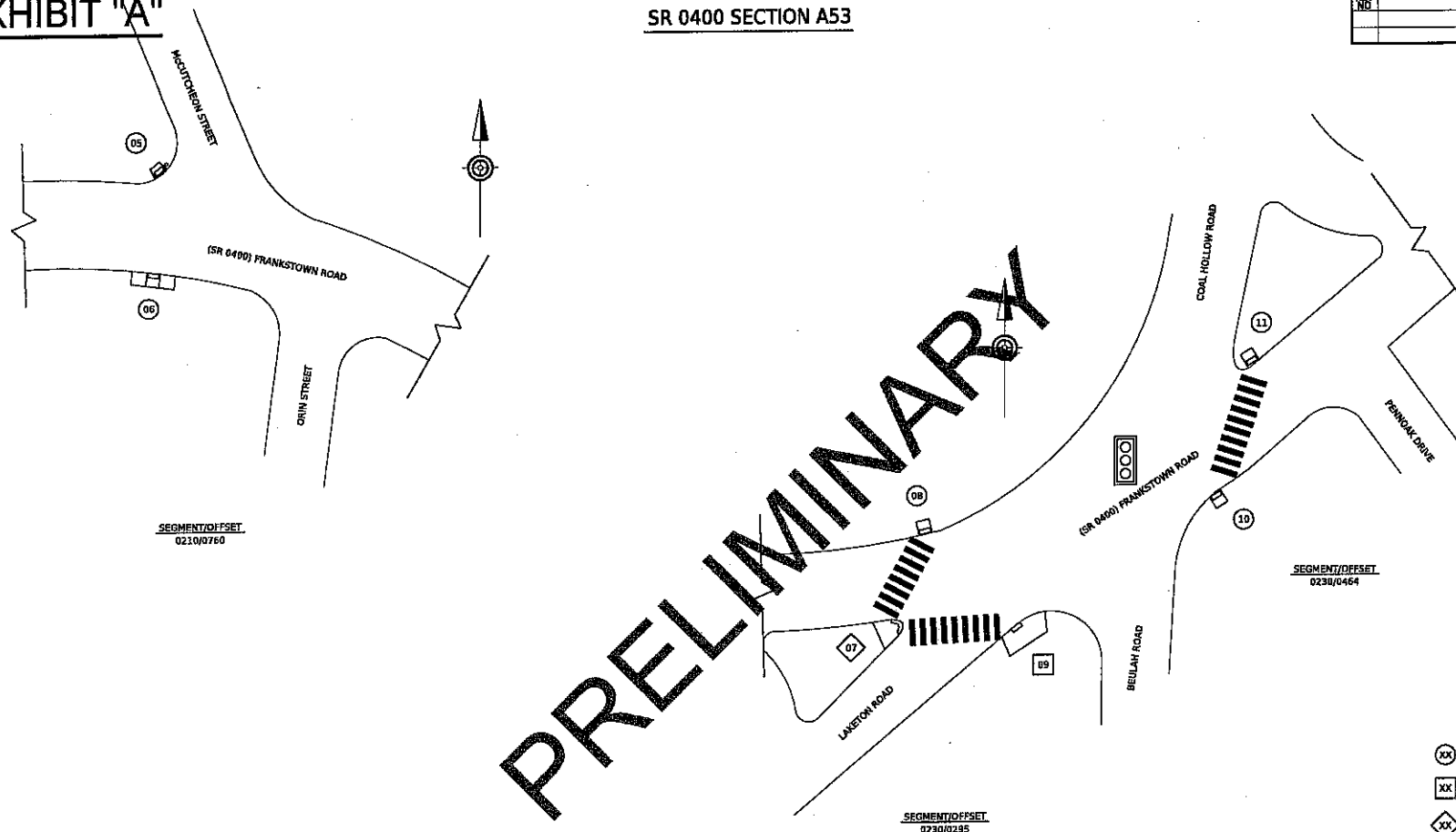
INTERSECTIONS: HOWARD STREET  
BON-AIR ROAD








DISTRICT	COUNTY	ROUTE	SECTION	SHEET
11-G	ALLEGHENY	0400	A53	19 OF 33
PENN HILLS TOWNSHIP				
REV NO	REVISIONS		DATE	BY APP

EXHIBIT "A"

SR 0400 SECTION A53



**LEGEND**

-  - STATE CURB RAMP TAB ID
-  - LOCAL CURB RAMP TAB ID
-  - STATE/LOCAL CURB RAMP TAB ID
-  - SIGNALIZED INTERSECTION
-  - CROSSWALK PAVEMENT MARKINGS

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2. RELOCATE PEDESTRIAN PUSH BUTTONS TO PEDESTRIAN STUB POLES AS NECESSARY.

### CURB RAMP LOCATIONS

NOT TO SCALE

SR 0400 SECTION A53  
FRANKSTOWN ROAD

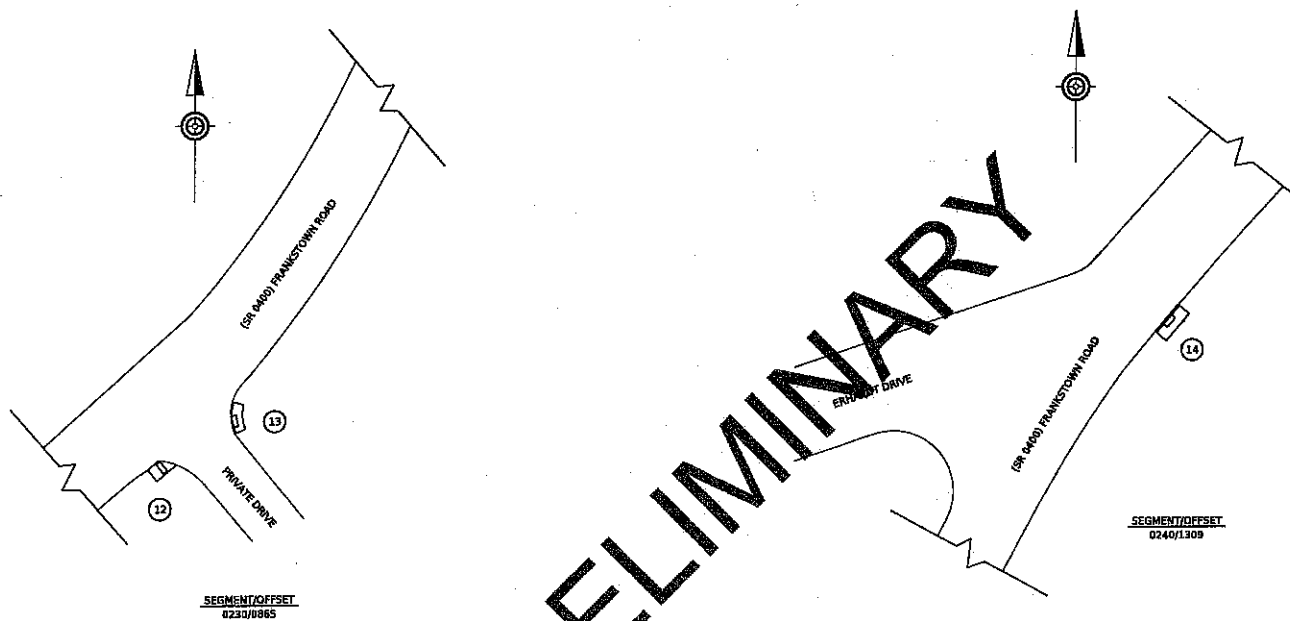
**INTERSECTIONS:** McCUTCHEON STREET  
COAL HOLLOW ROAD  
LAKETON ROAD



EXHIBIT "A"

SR 0400 SECTION A53

DISTRICT	COUNTY	ROUTE	SECTION	SHEET	
11-0	ALLEGHENY	0400	A53	20 OF 33	
PENN HILLS TOWNSHIP					
REV NO	REVISIONS		DATE	BY	APPD








PRELIMINARY

ERDENT DRIVE

USE P...

**LEGEND**

-  - STATE CURB RAMP TAB ID
-  - LOCAL CURB RAMP TAB ID
-  - STATE/LOCAL CURB RAMP TAB ID
-  - SIGNALIZED INTERSECTION
-  - CROSSWALK PAVEMENT MARKINGS

- NOTES:**
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### CURB RAMP LOCATIONS






NOT TO SCALE

SR 0400 SECTION A53  
FRANKSTOWN ROAD

**INTERSECTIONS:** PRIVATE DRIVE  
VANCE DRIVE  
ERHARDT DIVE



SR 0400 SECTION A53

-  - STATE CURB RAMP TAB ID
-  - LOCAL CURB RAMP TAB ID
-  - STATE/LOCAL CURB RAMP TAB ID
-  - SIGNALIZED INTERSECTION
-  - CROSSWALK PAVEMENT MARKINGS

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### CURB RAMP LOCATIONS

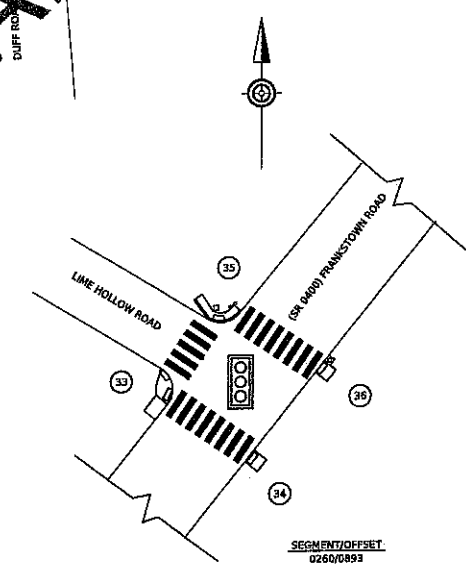
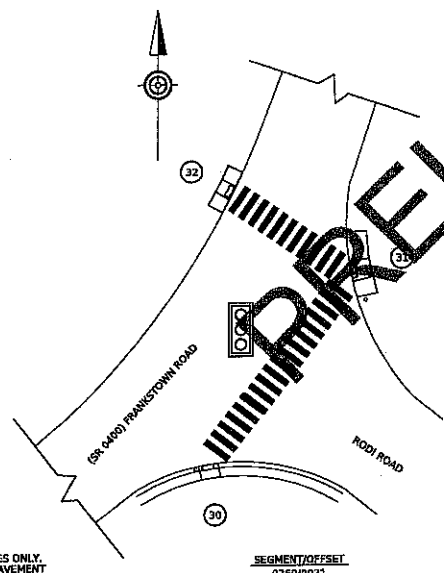
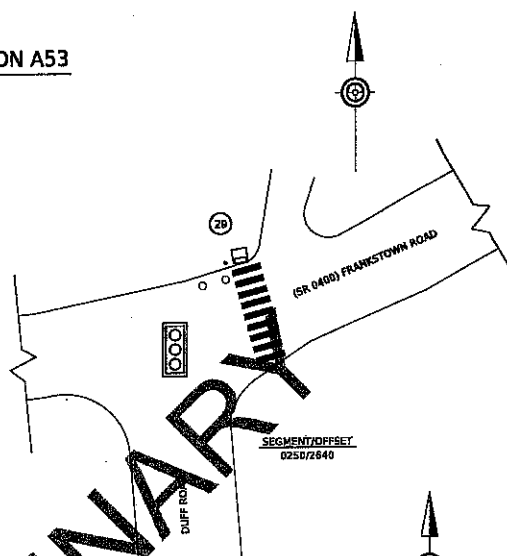
**NOT TO SCALE**






SR 0400 SECTION A53  
FRANKSTOWN ROAD

INTERSECTIONS: JANICE DRIVE  
HIGHPOINT DRIVE  
BANYON DIVE  
LONG ROAD



## SR 0400 SECTION A53



-  - STATE CURB RAMP TAB ID
-  - LOCAL CURB RAMP TAB ID
-  - STATE/LOCAL CURB RAMP TAB ID
-  - SIGNALIZED INTERSECTION
-  - CROSSWALK PAVEMENT MARKINGS

**NOTES:**

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### CURB RAMP LOCATIONS

**NOT TO SCALE**

SR 0400 SECTION A53  
FRANKSTOWN ROAD

INTERSECTIONS: DUFF ROAD  
RODI ROAD  
LIME HOLLOW ROAD



OPERATOR: spulach  
FILE NAME: prj/P20240401/01/02-Allegheny/02 2024 ADA (113342)0250/Roadway/CADD/Plan/Plans - Allegheny County/02 2024 ADA (113342)0250/Roadway/CADD/Plan/Plans-2024 14-48

## EXHIBIT "A"

SR 0400 SECTION A53

DISTRICT	COUNTY	ROUTE	SECTION	SHEET
11-0	ALLEGHENY	0400	A53	23 OF 33
PENN HILLS TOWNSHIP				
REV NO	REVISIONS	DATE	BY	APPD

### LEGEND

- XX - STATE CURB RAMP TAB ID
- XX - LOCAL CURB RAMP TAB ID
- XX - STATE/LOCAL CURB RAMP TAB ID
- III - SIGNALIZED INTERSECTION
- III - CROSSWALK PAVEMENT MARKINGS

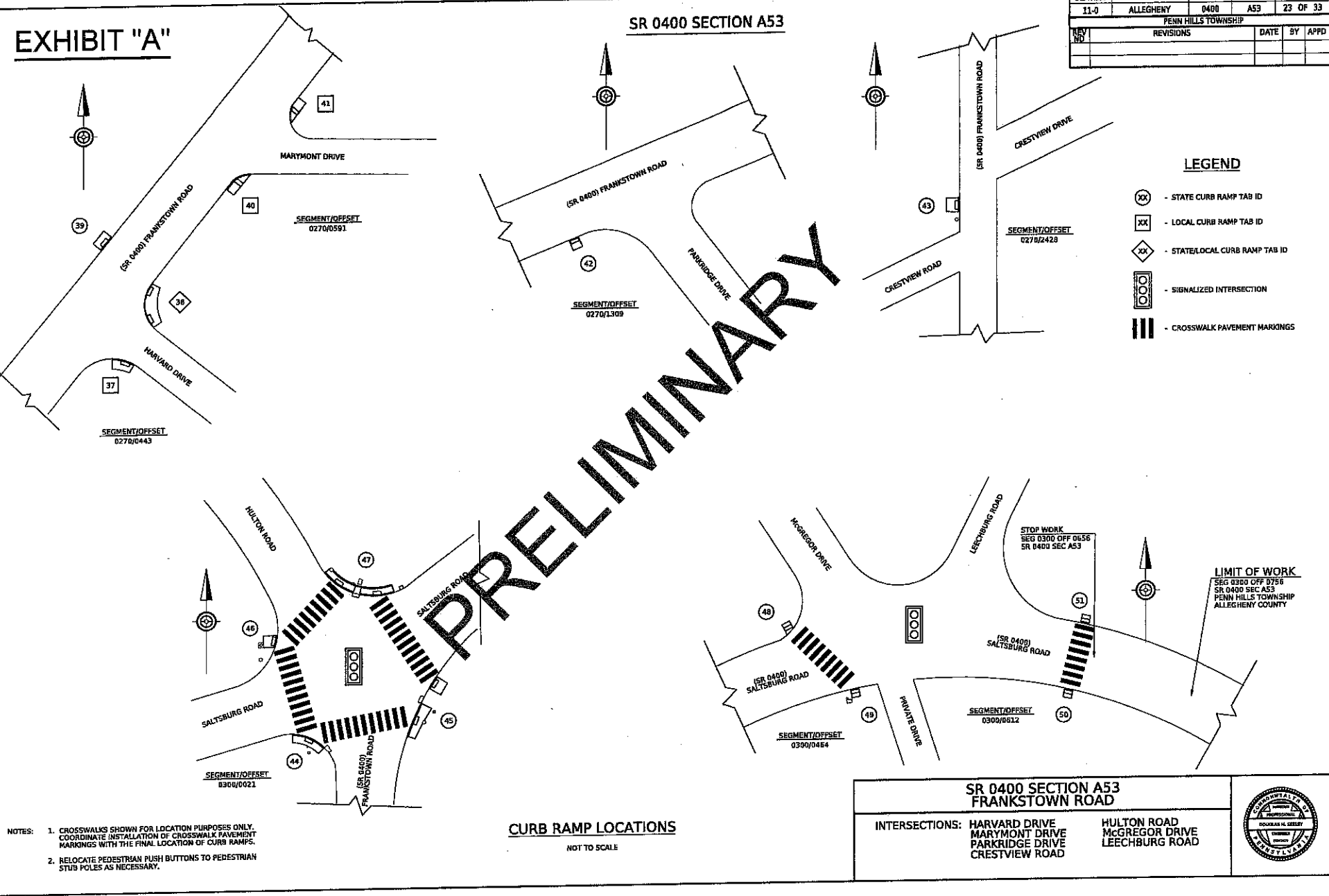
### CURB RAMP LOCATIONS

NOT TO SCALE

SR 0400 SECTION A53  
FRANKSTOWN ROAD

INTERSECTIONS: HARVARD DRIVE  
MARYMONT DRIVE  
PARKRIDGE DRIVE  
CRESTVIEW ROAD

HULTON ROAD  
MCGREGOR DRIVE  
LEECHBURG ROAD



- NOTES:
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## ESTIMATED COST / ADA CURB RAMPS

SR 0400 SECTION A53 / Penn Hills Township

ADA RAMPS

CURB RAMP NUMBER	TRAFFIC INTERSECTION	ESTIMATED TOTAL DESIGN / CONSTRUCTION COST	ESTIMATED FEDERAL CONTRIBUTION	ESTIMATED STATE CONTRIBUTION	ESTIMATED MUNICIPALITY CONTRIBUTION	ESTIMATED LOCAL RAMPS	ESTIMATED TOTAL RAMPS
#-01,#-02	S.R. 0400 & Howard St.	\$8,191.50	\$0.00	\$8,191.50	\$0.00	0	2
#-03	S.R. 0400 & Bon Air Rd.	\$2,916.00	\$0.00	\$2,916.00	\$0.00	0	1
#-04	S.R. 0400 & Evaline St. (no Adjustment)	\$3,884.00	\$0.00	\$3,884.00	\$0.00	0	1
#-05, #-06	S.R. 0400 & McCutchen Ln.	\$10,837.00	\$0.00	\$10,837.00	\$0.00	0	2
#-07,#-08, #- 09,#-10, #-11	S.R. 0400 & Laketon/Beulah Rd.	\$34,435.00	\$0.00	\$23,857.00	\$10,578.00	2	5
#-12, #-13	S.R. 0400 & Private Dr.	\$11,508.00	\$0.00	\$11,508.00	\$0.00	0	2
#-14	S.R. 0400 & Erhardt Dr.	\$9,059.50	\$0.00	\$9,059.50	\$0.00	0	1
#-15	S.R. 0400 & Highland Rd.	\$4,483.50	\$0.00	\$4,483.50	\$0.00	0	1
#-16,#-17	S.R. 0400 & Janice Dr.	\$11,156.00	\$0.00	\$11,156.00	\$0.00	0	2
#-18,#-19,#- 20, #-21	S.R. 0400 & Highpoint Dr.	\$19,501.50	\$0.00	\$16,267.00	\$3,234.50	1	4
#-22,#-23, #-24	S.R. 0400 & Banyon Dr.	\$12,873.00	\$0.00	\$5,226.50	\$7,646.50	2	3
#-25,#-26	S.R. 0400 & Long Rd. (no adjustment to Long)	\$9,111.10	\$0.00	\$9,111.10	\$0.00	0	2
#-27,#-28	S.R. 0400 & Evernia Dr. ( no adjustment)	\$13,581.50	\$0.00	\$13,581.50	\$0.00	0	2
#-29	S.R. 0400 & Duff Rd. (within asphalt )	\$3,532.00	\$0.00	\$3,532.00	\$0.00	0	1
#-30,#-31,#-32	S.R. 0400 & Rodi Rd.	\$23,235.00	\$0.00	\$23,235.00	\$0.00	0	3
#-33,#-34,#- 35,#-36	S.R. 0400 & Lime Hollow Rd.	\$26,156.50	\$0.00	\$26,156.50	\$0.00	0	4
#-37,#-38,#-39	S.R. 0400 & Harvard Dr.	\$23,059.00	\$0.00	\$11,914.50	\$11,144.50	2	3
#-40,#-41	S.R. 0400 & Marymont Dr.	\$13,004.00	\$0.00	\$0.00	\$13,004.00	2	2
#-42	S.R. 0400 & Parkridge Dr.	\$6,749.50	\$0.00	\$6,749.50	\$0.00	0	1
#43	S.R. 0400 & Crestview Rd.	\$7,134.50	\$0.00	\$7,134.50	\$0.00	0	1
#-44,#-45,#- 46,#-47	S.R. 0400 & Saltsburg/Hulton Rd.	\$32,773.00	\$0.00	\$32,773.00	\$0.00	0	4
#-48,#-49,#- 50,#-51	S.R. 0400 & McGregor Dr.	\$27,718.50	\$0.00	\$27,718.50	\$0.00	0	4
#-52, #-53	SR. 0791 & Duff Rd.	\$15,550.50	\$0.00	\$15,550.50	\$0.00	0	2
#-54, #-55	SR. 0791 & Darrell Dr.	\$21,408.00	\$0.00	\$21,408.00	\$0.00	0	2
#-56,#-57	SR. 0791 & Integrity/Morrow Dr.	\$13,339.50	\$0.00	\$13,339.50	\$0.00	0	2
<b>ESTIMATED TOTAL</b>		\$365,197.00	\$0.00	\$319,590.00	<b>\$45,607.00</b>	<b>9</b>	57
			<b>EXHIBIT "B"</b>		PAGE 1 OF 1		



## **Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)**

### **1. DEFINITIONS.**

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

### **2. ENHANCED MINIMUM WAGE.**

[Intentionally Omitted.]

### **3. INDEMNIFICATION.**

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

### **4. NONDISCRIMINATION/SEXUAL HARASSMENT.**

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:
  - i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual

orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
  - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
  - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
  - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

## 5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:

- i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
- iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
- iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
- vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

### b. Representations and Warranties.

- i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
  1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
  3. had any business license or professional license suspended or revoked;

4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
  - iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
  - iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
  - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
  - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.
  - v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth

consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.

- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
  - vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
  - viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:
- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
  - ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
  - iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.
- e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

## 6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
- i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
  - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.
- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

## 7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

## 8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personal jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

## 9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
  - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
  - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
  - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
  - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

## 10. OFFSET.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

## 11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

[Intentionally Omitted.]

## 12. WORKER PROTECTION AND INVESTMENT.



[Intentionally Omitted.]