1. Pledge of Allegiance

2. Roll Call

3. Announcements and Presentations
   - Police Officer Swearing-In

4. Approval of Minutes
   - June 26, 2023 Council Meeting

5. Ratification of Expenditures

Approval of Warrants –

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Total $1,521,980.32

6. PUBLIC COMMENT ON NON-AGENDA ITEMS
   a) Flecia Harvey
   b) Greg Swatchick

7. RESOLUTIONS
   a) Resolution 2023-33, Awarding the 2023 Penn Hills Mechanical Contract Re-Bid to JP Environmental in the Amount of $95,000, and Alternate 2 for $119,500, and approving McRandal Company's Standard Rates

   b) Resolution 2023-34, Approving a Plan Revision for New Land Development at 234 Lott Road (Beechcreek Demolitions & Environmental Solutions)

   c) Resolution 2023-35, Awarding the Quincy and Emrose Storm Sewer Installation Project to Quincy Development, Inc. in the Amount of $374,631.25

7/13/2023 - SA
8. APPROVALS AND APPOINTMENTS  
a) Approve Professional Services Agreement with HERA Property Registry, Inc. for Vacant and Foreclosed Property Registration Services  
b) Reappoint Kathy Raborn to the Penn Hills Shade Tree Commission to a term ending July 16, 2026  
c) Reappoint Rick Duncan to the Penn Hills Shade Tree Commission to a term ending July 16, 2026  
d) Reappoint Sandy Feather to the Penn Hills Shade Tree Commission to a term ending July 16, 2025  
e) Reappoint Tori DeJohn to the Penn Hills Shade Tree Commission to a term ending July 16, 2025  

9. COUNCIL COMMENTS  

10. ADJOURNMENT  

Visit Penn Hills TV On Youtube for Video Broadcasts of Council Meetings  
Monday, August 14 at 7PM – Council Non-Voting Meeting  
Monday, August 21 at 7PM – Council Voting Meeting  
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7/13/2023 - SA
# MASTER

## EXPENDITURE SUMMARY

DATED JULY 17, 2023

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$1,521,980.32

### GRAND TOTAL EXPENDITURES

7/7/2023

Sheree Strayer  Finance Director
PREPARED  July 7, 2023

YEAR-TO-DATE PAYROLL

$6,758,409.32
## JULY 17, 2023, CD REQUISITION LIST

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**Vendor Invoice List**

Municipality of Penn Hills
Dear Mr. Andrejchak,

July 7, 2023

Please include me on the non-agenda list, to try to speak to the Mayor and Council, during the upcoming July 17th meeting, regarding my previous request, to address council at the May 15th meeting, that was cancelled due to the lack of a quorum.

As you well know, the subject matter in a condensed form deals with such things as, conduct related to potential malfeasance, misfeasance, or non-feasance, individually or collectively, as perhaps demonstrated over time. At stake are such things as, honoring the Penn Hills Home Rule Charter, the applicable zoning ordinances, the Municipal Planning Code, as well as the Sunshine Act across the board. Transparent due process also plays a role, as it is often heralded – but not followed. Hopefully, we can collectively, over time, seek/consider some review of perceived beliefs/practices and adjust as we see fit, as an honest, well informed governing body representing constituents, under the legal authority and legitimacy, to pride ourselves in being the paragon of the rule of law.

Yours sincerely,

[Signature]
1. **Pledge of Allegiance**
The mayor led the Pledge of Allegiance.

2. **Roll Call**
Roll was called. Mayor Calabrese, Councilwoman Sapp, Councilor Fascio, Councilman Brodnicki was present. Deputy Mayor Pecora was present by phone.

3. **Approval of Minutes**
The mayor called for a motion for the approval of the April 17, 2023 minutes and the May 25, 2023 Special meeting minutes. Councilman Brodnicki made the motion. Councilor Fascio seconded the motion. Roll was called. The minutes were approved unanimously.

4. **Ratification of Expenditures**
The mayor called for a motion for the approval of the expenditures. Councilor Fascio made the motion. Councilman Brodnicki seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. The expenditures were approved unanimously.

Approval of Warrants –

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5. **PUBLIC COMMENT ON NON-AGENDA ITEMS**
   a) Flecia Harvey, 6395 Saltsburg Road addressed council.
   b) Greg Swatchick was not present for comment.

6. **RESOLUTIONS**
   a) The mayor called for a motion to Approve Resolution 2023-22, Rejecting Bids Received for the Penn Hills Multi-Purpose Center Ventilation Improvements Project. Councilman Brodnicki made the motion to approve Resolution 2023-22. Councilwoman Sapp seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2023-22 was approved unanimously.

   b) The mayor called for a motion to Approve Resolution 2023-25, Awarding the Penn Hills Plum Creek Surge Protection Project to Merit Electrical Group, Inc. in the Amount of $49,600. Councilor Fascio made the motion to approve Resolution 2023-25. Councilman Brodnicki seconded the motion. The mayor called for
public comment. The mayor called for council comment. Roll was called. Resolution 2023-25 was approved unanimously.

c) The mayor called for a motion to Approve Resolution 2023-26, Supporting a Proposal to Designate Allegheny River Boulevard as a Scenic Byway. Councilman Brodnicki made the motion to approve Resolution 2023-26. Councilwoman Sapp seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2023-26 was approved unanimously.

d) Resolution 2023-30, Approving the Acquisition and Subsequent Disposition of Vacant Property Located on Nelbon Avenue (Parcel ID 369-K-351).

e) Resolution 2023-31, Approving the Acquisition and Subsequent Disposition of Vacant Property Located at 3011 Blackridge Avenue (Parcel ID 296-S-310)

The mayor called for a motion to Approve Items d and e. Councilwoman Sapp made the motion. Councilor Fascio seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2023-30 and Resolution 2023-31 were approved unanimously.

f) The mayor called for a motion to Approve Resolution 2023-32, Awarding the Storm Sewer Installation Project Base Bid to State Pipe Services, Inc. in the Amount of $388,890. Councilor Fascio made the motion to approve Resolution 2023-32. Councilman Brodnicki seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Resolution 2023-32 was approved unanimously.

7. INTRODUCTION OF ORDINANCES
a) The mayor called for a motion to Approve Ordinance 2702 of 2023, Amending the Penn Hills Solid Waste Ordinance. Councilman Brodnicki made the motion to approve Ordinance 2702 of 2023. Deputy Mayor Pecora seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Ordinance 2702 of 2023 was approved unanimously.

8. APPROVALS AND APPOINTMENTS
a) The mayor called for a motion to Approve Utility Agreement with Allegheny County for Sewer Line Relocation at Lincoln Road. Councilman Brodnicki made the motion. Deputy Mayor Pecora seconded the motion. The mayor called for public comment. The mayor called for council comment. Roll was called. Item 8a was approved unanimously.

b) The mayor called for a motion to Approve Paul Schaaf to the Penn Hills Planning Commission for a term ending 12/31/26. Councilman Brodnicki made the motion. Councilor Fascio seconded the motion. The mayor called for public
comment. The mayor called for council comment. Roll was called. Item 8b was approved unanimously.

9. **COUNCIL COMMENTS**

10. **ADJOURNMENT**
The meeting was adjourned at 7:35 PM.

*For a complete video of the council comments, please visit the Municipality’s YouTube Channel.*

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

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

Monday, July 17 at 7PM – Council Voting Meeting

Hard Copies of Council Agendas are Available for Public Viewing at Penn Hills Library
MUNICIPALITY OF PENN HILLS

Resolution No. 2023-33

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING THE 2023 PENN HILLS MISCELLANEOUS MECHANICAL CONTRACT RE-BID TO JP ENVIRONMENTAL, LLC IN THE AMOUNT OF $95,600.00 FOR CONTRACT A (BASE BID), AND FOR ADD ALTERNATE NO. 2 FOR $119,500.00; AND TO McRandal COMPANY, INC AS STANDARD RATES TO BE USED AS NEEDED DURING 2023 AND 2024 FOR CONTRACT B.

WHEREAS, the Municipality of Penn Hills received proposals for the Penn Hills Miscellaneous Mechanical Contracts A and B with Add Alternates on June 30, 2023; and,

WHEREAS, the lowest responsible bidder for Contract A and Add Alternate 2 was JP Environmental, LLC. 2693 Lower Road Shamokin, PA 17872; and Contract B was McRandal Company, Inc. 701 Freeport Road Cheswick, PA 15024.

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

1. The Municipality of Penn Hills awards Contract A and Add Alternate No. 2 to JP Environmental, LLC. and Contract B to McRandal Company, Inc. for the Penn Hills Miscellaneous Mechanical Contract Re-Bid Contract as follows:
   a. Contract A in the amount of $95,600.00
   b. Add Alternate No. 2 in the amount of $119,500.00
   c. Contract B as standard rates to be used as needed during 2023 and 2024

   Based on the proposals submitted on June 30, 2023.

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 SEVENTEENTH DAY OF JULY 2023.

By:

__________________________  __________________________
Pauline Calabrese               Date
Mayor

ATTEST:

__________________________  __________________________
Scott Andrejchak               Date
Municipal Manager
The WPCD has reviewed the bid tabulations for the Penn Hills Miscellaneous Mechanical Contract Re-Bid and recommends awarding Contract A (Base Bid) to JP Environmental, LLC. with a low bid of $95,600.00 and Add Alternate No. 2 with a low bid of $119,500.00 (Total Contract Price of $215,100.00); and Contract B to McRandal Company, Inc. as Standard Rates to be used as needed during the 2023 and 2024 calendar years.

At this time, we are NOT recommending the award of Contract A – Add Alternate No. 1.

This project includes the replacement of the existing digester pump with a new pre-purchased grinder pump, replacement of existing 6” scum well valve, replacement of the existing 6” valve in the sludge well, and metal handrail / guardrail repair and installation at the Plum Creek STP. Project also includes replacement of one Muffin Monster sewage grinder at the Long Road Pump Station, and replacement of the spray lines in aeration tanks at the Lincoln Road STP.

Gateway Engineers also recommends this award in their attached letter.

Funding for these contracts is budgeted.
July 6, 2023  
C-58041-2314

Municipality of Penn Hills  
102 Duff Road  
Pittsburgh, PA 15235

Attn: Jennifer Sarver, Director Water Pollution Control

Re: Penn Hills Miscellaneous Mechanical Contract – Re-Bid  
Bid Recommendations

Dear Jenn:

As you are aware, bids were received and opened June 30, 2023, for the Penn Hills Miscellaneous Mechanical Contract – Re-Bid. Two (2) bids for Contract A and one (1) bid for Contract B were submitted via PennBid for the opening. Based on the bid tabulation prepared by PennBid, and formatted by Gateway Staff, for the Penn Hills Miscellaneous Mechanical Contract – Re-Bid, Gateway has verified that the low bid for Contract A from JP Environmental, LLC in the amount of $95,600.00 for the Base Bid, $93,900.00 for Add Alternate No. 1, and $119,500.00 for Add Alternate No. 2, was responsive to the bid request.

The Contract B - Supplemental Unit Prices received from McRandal Company, Inc. as Standard Rates for 2023 and 2024 were also responsive to the bid request.

Enclosed for your reference is the Bid Tabulation detailing the unit prices for all the bids. Based on this tabulation, Gateway recommends that Council award the Penn Hills Miscellaneous Mechanical Contract – Re-Bid Contract A to JP Environmental, LLC in the amount of $95,600.00 for the Base Bid and $119,500.00 for Add Alternate No. 2 for a Total Contract Price of $215,100.00. At this time, we are not recommending the award of Contract A - Add Alternate No. 1. Gateway also recommends award of Contract B to McRandal Company, Inc. as Standard Rates to be used as needed during the 2023 and 2024 calendar years.

If you have any questions, please contact me at 412-409-2310.

Respectfully,
THE GATEWAY ENGINEERS, INC.

Ryan M. Enoch, P.E.
Project Manager

Enclosure

cc: Scott Andrejchak, Municipal Manager  
Richard D. Minsterman, P.E., Municipal Engineer
**RECORD OF BIDS**

The Municipality of Penn Hills  
182 Duff Road  
Pittsburgh, PA 15235

Penn Hills Miscellaneous Mechanical Contract - Re-bid  
C-68041-2314

**Bids Received:**  
June 30, 2023 at 10:30 A.M.

| CONTRACT A - Rink Bid - Penn Creek Sewer Treatment Plant |
|---|---|---|---|---|---|
| UNIT NO. | DESCRIPTION | UNIT | QTY. | TOTAL PRICE |
| 1 | Replacement of 6" Sludge Valve, complete in place | L.S. | 1 | $6,000.00 |
| 2 | Replacement of 6" Waste Valve, complete in place | L.S. | 1 | $1,100.00 |
| 3 | Electrical Upgrades and Commissioning, complete in place | L.S. | 1 | $31,000.00 |
| **TOTAL** | | | | **$48,100.00** |

**Contract A - Rink Bid - Lincon Road Sewer Treatment Plant**

<table>
<thead>
<tr>
<th>UNIT NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY.</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and installation of sewage grinder at Lincon Pump Station including electrical piping and connections, complete in place</td>
<td>L.S.</td>
<td>1</td>
<td>$53,900.00</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
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<td><strong>$53,900.00</strong></td>
</tr>
</tbody>
</table>

**Contract A - Add Alarms No. 1 - Lincon Pump Station Grinder Installation**

<table>
<thead>
<tr>
<th>UNIT NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY.</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply and installation of sewage grinder at Long Road Pump Station including electrical piping and connections, complete in place</td>
<td>L.S.</td>
<td>1</td>
<td>$13,300.00</td>
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<td><strong>TOTAL</strong></td>
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**Contract B - Supplemental Unit Prices - 2023 Standard Unit Prices**

<table>
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<tr>
<th>UNIT NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QTY.</th>
<th>TOTAL PRICE</th>
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</thead>
<tbody>
<tr>
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<td>$3,000.00</td>
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**Contract C - Supplemental Unit Prices - 2023 Standard Unit Prices**

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<th>UNIT</th>
<th>QTY.</th>
<th>TOTAL PRICE</th>
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<td>$3,000.00</td>
</tr>
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**Certified As A Current**  
Copy Of All Bids Received  
By:  
Base:  

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© Projects WIBB from HUD/DOE General Order Instructions 2023 OIHA OAPD-0214 NY Net Mechanical Contract Docs Engineering Specifications 06/08/2023 Toll Free Fax
Good Morning Jennifer,

Please find attached the bid recommendation letter for the Penn Hills Miscellaneous Mechanical Contract – Re-Bid.

If you should have any questions, please let us know.

Thank you,
Anna

Anna R. Gregg  Project Specialist, Safety Tier 2
100 McMorris Road, Pittsburgh PA 15205  P:(412) 409-2369  F:(412) 921-9960 E:aggreg@gatewayengineers.com


NOTICE — This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and permanently deleting it from your computer. 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. on Friday, June 30, 2023 for the

PENN HILLS MISCELLANEOUS MECHANICAL CONTRACT

This project includes replacement of the existing digester pump with a new pre-purchased grinder pump, replacement of the existing 6" scum well valve, replacement of the existing 6" valve in the sludge well, replacement of two Muffin Monster sewage grinders, and metal handrail & guardrail repair and installation at the Plum Creek Wastewater Treatment Plant, including installation, piping and fittings, electrical work, labor, and all other appurtenances. This project also includes replacement of the spray lines in the aeration tanks at the Lincoln Road Sewage Treatment Plant, including installation, piping and fittings, labor, and all other appurtenances.

This Contract will also be used to cover miscellaneous maintenance and repair projects throughout the year at Penn Hills facilities. The miscellaneous projects will be paid for on a time and materials basis.

Pennsylvania Prevailing Wage rates are required to be paid on these projects.

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).

There will be a PENN HILLS MISCELLANEOUS MECHANICAL CONTRACT MANDATORY pre-bid meeting on Friday, June 23, 2023 at 10:30 A.M. at the Municipality of Penn Hills, 102 Duff Road, Penn Hills, PA 15235. Contractors who intend to bid any of the individual Contracts MUST attend the pre-bid meeting to be eligible to bid the contract.

All proposals must be submitted electronically via PennBid (www.PennBid.net), before 10:30 AM prevailing time on Friday, June 30, 2023. At that time, bids will be opened with results displayed publicly on PennBid.

Dates of Publication
June 15, 2023
June 22, 2023

BY: Jennifer Sarver
Director, WPUD
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:

15, 22 of June, 2023

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 aforesaid notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Commonwealth of Pennsylvania - Notary Seal
Amy McCay, Notary Public
Allegheny County
My commission expires January 24, 2026
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 $285.20

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.

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
MUNICIPALITY OF PENN HILLS
Resolution No. 2023-34

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

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

WHEREAS, Richard Territ and Robert DeZorzi (Territ Surveying & Design LLC) has proposed the development of a parcel of land identified as 234 Lott Road (Beechcreek Demolitions & Environmental Solutions (DBA Beechcreek Transfer Station)), and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by a sewer tap-in.

WHEREAS, the Municipality of Penn Hills finds, and that the subdivision described in the attached Sewage Facility Planning Module conforms to applicable sewage related zoning, and other sewage related municipal ordinances and plans and to a comprehensive plan of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED that the Council of the Municipality of Penn Hills hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality, the above referenced Sewage Facilities Planning Module which is attached hereto.

ADOPTED BY THE MUNICIPAL COUNCIL of the Municipality of Penn Hills in lawful session assembled this 17th day of July 2023.

ATTEST: MUNICIPALITY OF PENN HILLS

Scott Andrejchak
Municipal Manager

By: Pauline Calabrese
Mayor

I, Diane Fitzhenry, Secretary, MUNICIPALITY OF PENN HILLS, hereby certifies that the foregoing is a true copy of the Municipality’s Resolution No. 2023 - ________ adopted July 17, 2023.

Secretary
RESOLUTION FOR PLAN REVISION
FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of MUNICIPALITY OF PENN HILLS (TOWNSHIP) (BOROUGH) (CITY), ALLEGHENY COUNTY, PENNSYLVANIA (hereinafter "the municipality").

WHEREAS Section 5 of the Act of January 24, 1866, P.L. 1535, No. 537, known as the Pennsylvania Sewage Facilities Act, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS Beechcreek Demolitions and Environmental Solutions (DBA Beechcreek Transfer Station) has proposed the development of a parcel of land identified as

Beechcreek Demolitions and Environmental Solutions, and described in the attached Sewage Facilities Planning Module, and

name of subdivision

proposes that such subdivision be served by: (check all that apply). □ sewer tap-ins, □ sewer extension, □ new treatment facility; □ individual onlot systems, □ community onlot systems, □ spray irrigation, □ retaining tanks, □ other, (please specify).

WHEREAS, MUNICIPALITY OF PENN HILLS finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

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

I __________________________, Secretary, __________________________

(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # ______________ adopted, ______________, 20_________

Municipal Address:

__________________________________________________________

__________________________________________________________

Telephone __________________________
TRANSMITTAL LETTER
FOR SEWAGE FACILITIES PLANNING MODULE

DEPARTMENT OF ENVIRONMENTAL PROTECTION (DEP) USE ONLY

<table>
<thead>
<tr>
<th>DEP CODE #</th>
<th>CLIENT ID #</th>
<th>SITE ID #</th>
<th>APS ID #</th>
<th>AUTH. ID #</th>
</tr>
</thead>
</table>

TO:  Approving Agency (DEP or delegated local agency)
Department of Environmental Protection
400 Waterfront Drive
Pittsburgh PA 15222

Date

Dear Sir/Madam:

Attached please find a completed sewage facilities planning module prepared by Territ Surveying and Design
Consultant (Title) for Beachcreek Demolition (Name)
a subdivision, commercial, or industrial facility located in 234 Lott Road
Municipality of Penn Hills, Allegheny County (City, Borough, Township) County.

Check one

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

OR

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

Check Boxes

[ ] Additional studies are being performed by or on behalf of this municipality which may have an effect on the planning module as prepared and submitted by the applicant. Attached hereto is the scope of services to be performed and the time schedule for completion of said studies.

[ ] The planning module as submitted by the applicant fails to meet limitations imposed by other laws or ordinances, officially adopted comprehensive plans and/or environmental plans (e.g., zoning, land use, 25 Pa. Code Chapter 71). Specific reference or applicable segments of such laws or plans are attached hereto.

[ ] Other (attach additional sheet giving specifics).

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

[ ] Resolution of Adoption
[ ] Module Completeness Checklist
[ ] 2 Individual and Community Onlot Disposal of Sewage
[ ] 3 Sewage Collection/Treatment Facilities
[ ] 3a Small Flow Treatment Facilities
[ ] 4A Municipal Planning Agency Review
[ ] 4B County Planning Agency Review
[ ] 4C County or Joint Health Department Review

Municipal Secretary (print) Signature Date
The Department of Environmental Protection under the new Consent Order requires homeowners to complete the attached Sewage Facilities Planning Module (SFPM) for any new sewer tap-ins, for the flow that goes to ALCOSAN or Plum Creek watersheds. The Municipality of Penn Hills fills out a portion of the SFPM.

Following Mayor and Council’s approval, the Sewage Facilities Planning Module will be sent to the Department of Environmental Protection for approval. This process can take approximately up to 3 months or longer to complete. Once approved, the tap-in permit will be issued by the Penn Hills Department of Code Enforcement.
September 21, 2022

IN RE: WATER AVAILABILITY – Parcel 632-L-227 Lott Rd. Penn Hills

This letter is in response to your request concerning the availability of water service for the property located at 632-L-227 Lott Road, in Penn Hills. Our site survey has confirmed that we currently do not have water available at this location. To provide water to this location a 900’ main line extension would be required.

If you have any further questions, do not hesitate to call (412) 473-3470.

[Signature]

Brian Bianchi
June 29, 2023
Robert A. DeZorzi
DCS
3070 Coulterville Road
McKeesport PA, 15131

Re: Beech Creek Station – Proposed Recycling Center (Revised)
Municipality of Penn Hills – Allegheny County
PA DEP Sewage Facilities Planning Module
ALCOSAN Direct Connection T-04-02

Dear Mr. DeZorzi:

We have reviewed the Component 3 Planning Module for the referenced project to be located in 234 Lost Road. The project will generate a peak flow of 400 gpd in the ALCOSAN Upper Allegheny Interceptor and Woods Run Treatment Plant.

The capacity of the ALCOSAN T-04-02 Regulator Structure is approximately 20.18 MGD. The monitored peak dry weather flow is approximately 7.55 MGD. Dry weather capacity exists for this connection. However, the ALCOSAN Upper Allegheny Interceptor does not have the capacity for the flows generated by tributary communities during wet weather periods. This limitation will be addressed as ALCOSAN implements its Clean Water Plan.

ALCOSAN has completed and signed the sections required in the Component 3 module and requests that this letter be made part of the planning module submission. If you have any questions regarding this matter, please contact me at 412-742-1530.

Sincerely,

ALLEGHENY COUNTY SANITARY AUTHORITY

Steven Bristol, E.I.T.
Project Engineer I

Attachment

cc: Christina Dahn (doc attachment)
    Dan Thornton (doc attachment)
    Michael Lachne (doc attachment)
    Jennifer Cohen (Municipality of Penn Hills (doc attachment)
    Mohulux (document PADEP (doc attachment)
    Gina Caligari ACID (doc attachment)
June 14, 2023

Robert DeZorzi
DCS
3070 Coulterville Road
McKeesport, PA 15131

RE: SEWAGE FACILITIES PLANNING MODULE
Beechcreek Transfer Station, Penn Hills

Dear Mr. DeZorzi:

Enclosed is a signed copy of Component 4C, County or Joint County Health Department Review, for the above-referenced development. This complete Planning Module Component was received June 13, 2023. The project proposes the following:

Project Description: Construction of 3 buildings, an impervious access road, and gravel storage area to be used as a Transfer Station.

Sewage Flow: 400 GPD

Conveyance: Flow will enter a Penn Hills municipal collection sewer via a grinder pump and force main (to be privately owned and maintained), and then to the existing Turtle Creek Shallow Cut Interceptor at T-04-02, and on to the ALCOSAN Woods Run Treatment Plant.

Sewer's Owner: Penn Hills (Collection), ALCOSAN (Conveyance)

Sewage Treatment Plant: ALCOSAN

Please be advised that a permit must be obtained from the Allegheny County Health Department’s (ACHD) Plumbing Section prior to commencing any plumbing work for the proposed project. Plumbing work for which an ACHD Plumbing Permit must be obtained includes any plumbing work done on the site and any sewers, which will not be owned and operated by a municipality or a sewer authority.
In addition, it should be noted that the approval of this sewage facilities planning module does not include
approval of pipe size and/or type. Approval for pipe size and/or type must be obtained by filing a specific
plumbing plan with the ACHD's Plumbing Section. If you should have any questions relative to ACHD's
plumbing requirements, please contact Drew Grese, Plumbing Program Manager at 412-578-8055.

The ACHD has no objection to the approval of this project. If you have any questions, please call me at
412-578-8388.

Sincerely,

Gina Caliguri
Environmental Health Administrator II/Compliance Officer
Water Pollution Control & Solid Waste Management

Enclosure
cc: Regis Ryan, PA Department of Environmental Protection w/attachment
    Drew Grese, ACHD w/attachment
**SEWAGE FACILITIES PLANNING MODULE**
**COMPONENT 4A - MUNICIPAL PLANNING AGENCY REVIEW**

**Note to Project Sponsor:** To expedite the review of your proposal, one copy of your completed planning module package and one copy of this Planning Agency Review Component should be sent to the local municipal planning agency for their comments.

**SECTION A. PROJECT NAME** (See Section A of instructions)

Project Name
Beechcreek Demolitions and Environmental Solutions, DBA Beechcreek Transfer Station

**SECTION B. REVIEW SCHEDULE** (See Section B of instructions)

1. Date plan received by municipal planning agency: October 27, 2022
2. Date review completed by agency: October 27, 2022

**SECTION C. AGENCY REVIEW** (See Section C of instructions)

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### SECTION C. AGENCY REVIEW (continued)

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<td>13. Is this proposal consistent with the ordinance?</td>
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<td>If no, describe the inconsistencies ____________________________</td>
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<td>14. Is this plan consistent with the municipal Official Sewage Facilities Plan?</td>
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<td>If no, describe the Inconsistencies ____________________________</td>
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<td>15. Are there any wastewater disposal needs in the area adjacent to this proposal that should be considered by the municipality?</td>
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<td>If yes, describe ____________________________</td>
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<td>16. Has a waiver of the sewage facilities planning requirements been requested for the residual tract of this subdivision?</td>
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<td>If yes, is the proposed waiver consistent with applicable ordinances?</td>
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<tr>
<td></td>
<td>If no, describe the Inconsistencies ____________________________</td>
</tr>
</tbody>
</table>

N/A

17. Name, title and signature of planning agency staff member completing this section:
   Name: Christopher C. Blackwell
   Title: Planning Director
   Signature: [Signature]
   Date: October 27, 2022
   Name of Municipal Planning Agency: Municipality of Penn Hills
   Address: 102 Duff Road, Pittsburgh, PA 15235
   Telephone Number: 412-342-1173  cblackwell@pennhills.org

### SECTION D. ADDITIONAL COMMENTS (See Section D of instructions)

This component does not limit municipal planning agencies from making additional comments concerning the relevancy of the proposed plan to other plans or ordinances. If additional comments are needed, attach additional sheets.

The planning agency must complete this component within 60 days.

This component and any additional comments are to be returned to the applicant.
MUNICIPALITY OF PENN HILLS

Resolution No. 2023-35

A RESOLUTION OF THE MUNICIPALITY OF PENN HILLS, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, AWARDING THE QUINCY AND EMROSE STORM SEWER INSTALLATION PROJECT TO QUINCY DEVELOPMENT, INC. IN THE AMOUNT OF $374,631.25

WHEREAS, the Municipality of Penn Hills received and opened proposals for the Quincy and Emrose Storm Sewer Installation Project on June 30, 2023; and,

WHEREAS, the lowest responsible bidder is Quigley Development Inc., in the amount of $374,631.25.

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

1. The Municipality of Penn Hills awards the Quincy and Emrose Storm Sewer Installation Project to Quigley Development in the Amount of $374,631.25

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 17th DAY OF JULY 2023.

By:

______________________________
Pauline Calabrese
Mayor

ATTEST:

______________________________
Scott Andrejchak
Municipal Manager

Date
July 6, 2023
C-68014-0015

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

Attn: Scott Shepard, Department of Public Works Superintendent

Re: Quincy and Emrose Storm Sewer Installation
Bid Recommendation Letter

Dear Scott:

As you are aware, bids were received and opened June 30, 2023, for the Quincy and Emrose Storm Sewer Installation Project. Six (6) bids, which were properly prepared and met specification requirements, were received, submitted, and opened via PennBid.

We have reviewed the bid tabulation prepared by Penn Hills staff for the Quincy and Emrose Storm Sewer Installation Project and verified that the low bid from Quigley Development, Inc., was responsive to the bid request.

Enclosed for your reference is the bid tabulation prepared by Gateway Engineers staff detailing the unit prices for all the bids. Based on this tabulation, Gateway recommends that Council award the Quincy and Emrose Storm Sewer Installation Project Base Bid to Quigley Development, Inc., in the total contract amount of $374,631.25.

If you have any questions, please contact me at 412-409-2310.

Sincerely,
THE GATEWAY ENGINEERS, INC.

[Signature]

Richard D. Minsterman, P.E.
Project Manager

Enclosure

cc: Sheree Strayer, Finance Director
<table>
<thead>
<tr>
<th>Item</th>
<th>Specification or Scope</th>
<th>Unit Price</th>
<th>Total Price</th>
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<td>1</td>
<td>Concrete Benchmark at Front Door</td>
<td>2,100.00</td>
<td>2,100.00</td>
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<td>2</td>
<td>Slate Stone Dovetail (4)</td>
<td>650.00</td>
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<td>Stucco Capping (4)</td>
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<td>Gravel Paver (5)</td>
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<td>Vinyl Siding (4)</td>
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<td>8</td>
<td>Paint Trim (4)</td>
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<td>9</td>
<td>Exterior Electrical Wiring</td>
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<td>18</td>
<td>Landscape Design</td>
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</table>

Total: $30,000.00
July 6, 2023

Bids were received and opened on June 30, 2023 for 2023 Quincy Drive and Emrose Drive Storm Sewer Repair project. Gateway Engineering and our staff have reviewed the bid tabulations and verified that Quigley Development, Inc. is the lowest bidder in the amount of $374,631.25.

I recommend that the Council approves a contract with Quigley Development, Inc. for $388,890.00. Enclosed is the Bid Tabulation detailing all the bids received. I have also enclosed Gateway Engineer’s Recommendation letter.

Sincerely,

Scott J Shepard
Superintendent
Penn Hills Public Works
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of July, 2023 by and between HERA PROPERTY REGISTRY, LLC, a Florida Limited Liability Company with an address at 1900 S. Harbor City Blvd., Ste 211, Melbourne, FL 32901 ("HERA") and the THE MUNICIPALITY OF PENN HILLS, PENNSYLVANIA, with an address at 102 Duff Road, Penn Hills, PA 15235 ("Penn Hills").

WITNESSETH:

I. SCOPE OF REPRESENTATION

1. Penn Hills is retaining HERA to represent Penn Hills in providing property registration services for Penn Hill’s foreclosure property registration ordinance, Ordinance 052 of 2019, AN ORDINANCE OF THE MUNICIPALITY OF PENN HILLS AMENDING ORDINANCE, 2636 OF 2018 THE PENN HILLS VACANT AND ABANDONED PROPERTY ORDINANCE WHICH PROVIDES MEASURES FOR ADDRESSING DETERIORATION AND BLIGHT IN THE COMMUNITY AND PRESCRIBES REGISTRATION, MAINTENANCE, AND SECURITY REQUIREMENTS (the "Ordinance").

2. As is further set forth herein, Penn Hills hereby authorizes HERA to represent Penn Hills’s interests in providing a property registration service pursuant to the Ordinance.

II. DUTIES OF HERA

Ordinance Registration Services

1. HERA shall provide an online foreclosure property registration service for Penn Hills pursuant to the Ordinance.

2. HERA shall monitor mortgage defaults and other property registration triggers under the Ordinance and shall send notice to the mortgagee or other responsible party of a duty to register the property.
3. Collections made by HERA will be deposited immediately into a separate account maintained in a federally insured bank for Penn Hills.

4. All registration fees collected by HERA shall be remitted to Penn Hills less HERA's collection costs, by the Fifteenth (15th) day of each month, for all monies collected for the previous monthly period, net of expenses and costs which will be calculated in accordance with the terms of this Agreement.

III. PAYMENT FOR HERA’S SERVICES.

1. In consideration of the cost of registration services rendered by HERA, Penn Hills hereby agrees to pay HERA one hundred dollars ($100.00) of the total registration fee for each property registration fee collected by HERA. Should there be a fee required for public/official record data acquisition integral to the performance of the duties required under this contract, those charges shall be deducted from the remittance for the actual costs of said charges or subscriptions. If said charges or subscription fees are for the entire county, the fee shall be divided equally between all communities partnered with HERA within the county at that time. If there is a change in the number of communities partnered with HERA in the county during the contract period, the county public record access fee will be adjusted accordingly to maintain an even cost-sharing by all communities within the county.

2. If Penn Hills’s Ordinance requires payment of late fees as part of the registration requirements, HERA shall collect all applicable late fees, retaining 33% of the fee and remit the balance to Penn Hills pursuant to the monthly remittance schedule.

3. When HERA collects registration fees, HERA shall remit the collected registration fees to Penn Hills in accordance with this agreement.
IV. INSURANCE

HERA shall maintain insurance coverage as required by Penn Hills and at a minimum general liability insurance of $1,000,000 per occurrence and $2,000,000 in the aggregate.

V. INDEMNIFICATION; DEFENSE; COOPERATION

In addition to, and not in limitation of the insurance requirements, HERA agrees:

1. HERA shall indemnify, defend, and hold harmless Penn Hills its officers, employees, elected officials, and agents (the "Indemnified Parties") from and against any and all liabilities arising directly out of or in connection with malpractice or negligent acts under this Agreement by HERA or any of its agents, provided, however, that the HERA shall not be responsible for that portion, if any, of a loss that is caused by the negligence of Penn Hills, HERA shall not be responsible for that portion, if any, of a loss that is caused by any challenge to the Penn Hills ordinance in a competent court of jurisdiction or any action which Penn Hills directs HERA to perform.

2. HERA shall, upon the Penn Hills’s demand and at Penn Hills’s direction, promptly and diligently defend, at HERA’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which HERA is responsible under this Section and, further to HERA’s indemnification obligations, HERA shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

3. HERA shall, and shall cause its agents to, cooperate with Penn Hills and in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of HERA in connection with this Agreement.

4. The provisions of this Section shall survive the termination of this Agreement.
VI. SUPPORT AND MAINTENANCE

HERA shall provide all support and maintenance required in connection with the Services, including but not limited to:

1. Training and support for community staff and responsible parties;
2. Collection and remittance of registration fees and any late fees or penalties;

VII. OWNERSHIP AND USE OF DOCUMENTS

All documents, records, applications, files and other materials produced by HERA in connection with the services rendered pursuant to this agreement shall be the property of Penn Hills and shall be provided to city upon request. HERA shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with Hera Property Registry, LLC's endeavors. In the event of termination of this agreement, any reports, records, documents, forms, and other data and documents prepared by HERA whether finished or unfinished shall become the property of Penn Hills and shall be delivered by HERA to the appropriate person within seven (7) days of termination of this agreement by either party. Any compensation due to HERA shall be withheld until all documents are received as provided herein.

VIII. COMMUNITY DATA

Penn Hills acknowledges registering Properties governed by the ordinance prior to this agreement. On a date agreed upon by the Parties and prior to the Effective Date of this Agreement, Penn Hills will provide HERA a digital file in a format agreeable to the Parties containing all of the information of all Properties registered by Penn Hills. All registrations and fees received by Penn Hills during the period from the data delivery date to the Effective Date of this agreement will be submitted to HERA and considered registrations by HERA under the terms of this agreement. If Penn Hills is unable to provide the agreed upon digital file, then Penn Hills will
provide HERA all property registration information, including but not limited to registration forms, for manual entry into HERA’s database. If manual entry of this information is required, Penn Hills agrees to compensate HERA $5.00 per property.

IX. **SURVIVAL**

The expiration or termination of this Agreement will not extinguish the rights of either party that accrue prior to expiration, termination or any obligations that extend beyond termination or expiration, either by their inherent nature or by their express terms.

X. **AUDIT AND RECORDS**

HERA shall maintain records pertaining to this agreement for a period of seven years from final payment. Such records shall be subject to audit by the Penn Hills on reasonable advanced, written notice. The audit shall be conducted at the premises of Penn Hills on business days only and during normal working hours.

XI. **GOVERNING LAW**

The validity, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws.

XII. **EXPENSES**

During the term of this Agreement, HERA shall be responsible for all expenses and costs associated with the service.

XIII. **TERMINATION**

HERA and Penn Hills each expressly reserve the right to withdraw from this agreement at any time upon 60 days written notification to the other party, subject to any applicable ethical rules. HERA shall cooperate fully with Penn Hills and replacement third-party administrator, if any, to return all files, information, as more fully set forth herein, which obligation shall survive
termination of this agreement. Upon termination, HERA shall cease all work performed under this Agreement and forward to Penn Hills any registration fees owed to Penn Hills.

XIV. **INDEPENDENT CONTRACTOR**

This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that HERA is an independent contractor under this Agreement and not Penn Hills's employee for all purposes, including but not limited to the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. This Agreement shall not be construed as creating any joint employment relationship between Penn Hills and HERA and Penn Hills shall not be liable for any obligation incurred by HERA, including but not limited to unpaid minimum wages and/or overtime premiums.

XV. **EQUAL OPPORTUNITY ACT**

In the performance of this Agreement, HERA shall not discriminate against any firm, employee, or applicant for employment or any other firm or individual in providing services because of sex, age, race, color, religion, ancestry, or national origin.

XVI. **ALL LEGAL PROVISIONS DEEMED INCLUDED: SEVERABILITY**

1. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
2. In the event that any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

3. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

XVII. SECTION AND OTHER HEADINGS

The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

XVIII. ENTIRE AGREEMENT

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
XIX. **PENN HILLS’S SIGNATURE HEREON SHALL CONSTITUTE HERA’S AUTHORITY TO PROCEED WITH THIS REPRESENTATION**

Penn Hills hereby acknowledges that all of the terms of this agreement have been fully explained to Penn Hills and that Penn Hills fully understands all of the provisions herein.

DATED THIS ___ day of __________, 2023.

MUNICIPALITY OF PENN HILLS,
 PENNSYLVANIA

By: ____________________________
Name: __________________________
Title: __________________________

DATED THIS ___ day of __________, 2023.

HERA PROPERTY REGISTRY, LLC

By: ____________________________
Name: Clifford J. Johnson
Title: CEO
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT  
IN AND FOR ORANGE COUNTY, FLORIDA  

In re:  

ASSIGNMENT FOR THE BENEFIT  
OF CREDITORS OF PROPERTY  
REGISTRATION CHAMPIONS, LLC,  
A Florida Limited Liability Company,  

Assignor,  

CASE NO.:  

COMPLEX BUSINESS COURT  
DIVISION 43  

To:  

MARK C. HEALY,  

Assignee.  

PETITION COMMENCING ASSIGNMENT FOR THE BENEFIT OF CREDITORS  

Petitioner, Mark C. Healy of Michael Moecker & Associates, Inc., (the "Assignee"), as  
Assignee for the Benefit of Creditors of Property Registration Champions, LLC, (the "Assignor"),  
by and through undersigned counsel and in accordance with Chapter 727, Florida Statutes,  
respectfully shows:  

1. This is a Petition for Assignment for the Benefit of Creditors. This Court has  
jurisdiction of the proceeding in accordance with the provisions of Florida Statutes Section 727 et  
seq.  

2. The Assignor previously maintained its principal place of business at 1980 N.  
Atlantic, #220, Cocoa Beach, FL 32931; however, the location is now vacant, and Assignor  
operates from the home of its principal, Mr. Shumway, who is a resident of Orange County,  
Florida.  

3. The Assignee has offices located at 1885 Marina Mile Boulevard, Suite 103, Fort  
Lauderdale, Florida 33315.  

4. The Assignor is indebted to creditors and is unable to pay its debts and through this
Assignment seeks to provide for the payment of said debts within its resources.

5. A copy of the Assignment, including schedules of assets and liabilities, is attached hereto.

WHEREFORE, Petitioner prays for relief through entry of an Assignment for Benefit of Creditors.

Respectfully submitted this 27th day of June 2023.

/s/ R. Scott Shuker, Esq.
R. SCOTT SHUKER, ESQ.
Florida Bar No.: 0984469
Shuker & Dorris, P.A.
121 S. Orange Ave., Suite 1120
Orlando, Florida 32801
Tel.: (407) 337-2060
Fax: (407) 337-2050
Email: rshuker@shukerdorris.com
Attorneys for Assignee