Township of Upper St. Clair

THERE WILL BE AN INFORMATIONAL AND GENERAL AFFAIRS MEETING OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF UPPER ST. CLAIR AT 7:30 P.M. ON MONDAY, FEBRUARY 24, 2025, AT THE MUNICIPAL BUILDING, TOWNSHIP OF UPPER ST. CLAIR, 1820 MCLAUGHLIN RUN ROAD, UPPER ST. CLAIR, PA 15241.

AGENDA

1. Call to Order.

2. Roll Call.

3. Presentation Re. Upper St. Clair Athletic Association User Fees. (Members of the Upper St. Clair Athletic Association to Present)

4. Citizens' Comments.

INFORMATIONAL ITEMS

5. Community Development

   A. March 3, 2025, Regular Meeting Agenda Items.

   1. Old Business:

      (a.) None.

   2. New Business:

      (a.) None.

   B. Other.

      (a.) None.

6. Other Agenda and Discussion Items

   A. Discussion Re. Disposal of Records. (Memorandum enclosed)

   B. Discussion Re. Approval of Contracts. (Memorandums enclosed)
      - 2025 Street Resurfacing Program
      - Old Farm Road Trail Renovation Project Phase 2
      - Morton Fields Complex Site Furnishings
      - Morton Fields Complex Soccer Goals

C. Discussion Re. Adoption of Resolution for the Acquisition of Real Estate Presently Owned by Nancy J. Leygraaf, Trustee under the Testamentary Remainder Trust under the Will of Paul A. Orient, Located at 1610 McLaughlin Run Road. (Memorandum enclosed)

D. Discussion Re. Approval for a Grant Application through the Department of Community and Economic Development for the Acquisition of Property located at 1610 McLaughlin Run Road. (Memorandum enclosed)

E. Discussion Re. Amendment to the General Employees' Pension Plan Document. (Memorandum enclosed)

GENERAL AFFAIRS

1. Status Report Re. Public Works Committee of the Board of Commissioners Meeting held Wednesday, February 19, 2024. (Commissioner Thomas to report)

2. Recommendation Re. Establish Public Hearing Re. PLC25-0001 – St. Clair Country Club Paddle Ball Courts – Unified Conditional Use Preliminary and Final Land Development Approval. (Memorandum enclosed)

3. Review of the Informational and General Affairs Meeting Minutes of January 27, 2025. (Minutes enclosed)

4. Consideration of the February 2025 Bill Sheet. (Bill Sheet sent electronically 02/21/25)

5. Acknowledge Receipt of Financial Statements for One-Month Period ending January 31, 2025. (Financial Statement sent electronically 02/21/25)

6. Adjournment.

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: February 21, 2025

Subject: **DISCUSSION RE. DISPOSAL OF RECORDS**

Staff will prepare a Resolution for the March 3, 2025 Regular Meeting of the Board to authorize disposal of various Township records in accordance with the Municipal Records Retention and Disposition Schedule referenced in Chapter 11.7. of the Township Code. The attached list of records will be an attachment to the disposal Resolution.

Staff will recommend that the Resolution be adopted at the March 3, 2025 Regular Meeting of the Board.

/pec
Attachment

i:\memos\discussionredisposal of records boc memo2.21.25.doc

ATTACHMENT A

ADMINISTRATION

Retain as required by appropriate Administering/Funding/Licensing Agency

2015 and prior — Grant Administration Records; Department of Transportation Controlled Substance Tests

Retain 6 years after final settlement of claims/policy expiration – Insurance Claims and Policies

2018 and prior — Sewer Backup Claims; Automobile Claims; Miscellaneous Claims; Life Insurance Company Contracts/Policies

Retain 6 years after termination – Contract Files

2018 and prior — Renewable Contracts

Retain 5 years after termination of employment – Employee Personnel Records

2019 and prior — Personnel Files with no post-termination benefits

Retain 4 years – 1099 Forms

2011 and prior — 1099 Forms

Retain 2 years – Right to Know Requests

2022 and prior — Request for records pursuant to open records legislation

COMMUNITY DEVELOPMENT

Retain 7 years – Deposit Slips

2017 and prior — Deposit Reports

Retain 7 years – Accounts Payable Files and Ledgers

2017 — Purchasing Card Reconciliation Log

Retain 7 years – Voucher Files

2017 and prior — Vouchers

Retain 3 years – Permits and Licenses

2021 and prior — Alarm Permit Renewals, and Street Opening Permits

FINANCE

Retain until final completion of audit – Financial Statements

2017 — Payroll Transfers; C&RC Operating Fund Transfers

Retain 7 years – Account Distribution Summaries

2017 and prior — Monthly Journal Entries; TCS Monthly Journal Entries; Veteran's Park Accounting Records (from its inception)

Retain 7 years – Accounts Payable Files and Ledgers

2017 — C&RC Member Credit Card Authorization Forms

Retain 7 years – Accounts Receivable Files and Ledgers

2017 — Accounts Receivable Invoices & Files; C&RC Credit Card Refunds; Act 32 Distributions

FINANCE (*continued from previous page*)

Retain 7 years – Bank Statements and Reconciliations

2017	Purchasing Cards Reconciliations; Bank Statements & Reconciliations

Retain 7 years – Cancelled Checks

2017	General Checks

Retain 7 years – Check Registers

2017	Check Registers

Retain 7 years – Deposit Slips

2017	Deposits Slip Books (PNC Bank)

Retain 7 years – Payroll Voucher (Check) Registers

2017	Payroll Vouchers

Retain 7 years – Payroll Earnings and Deduction Registers

2017	Payroll Folders and Reports

Retain 3 years – Daily Cash Receipts

2017 and prior	Cash Receipts for C&RC, General Fund, Earned Income, Sewage Agency Fund, TCS

LIBRARY

Retain as long as of Administrative Value – Administrative and Subject Files

2023 and prior	Packing slips, duplicate invoices, tribute gifts and donations records, library attendance records

Retain 3 years – Patron Registration Files

2019	Registration Forms

Retain 3 years – Time Cards and Attendance Records

2021	Time Sheets

RECREATION

Retain as long as of Administrative Value – Administrative and Subject Files

2017 and prior	Manager on Duty Reports

Retain 7 years – Contract Files

2017 and prior	Membership contracts; Contracts for Services

Retain 7 years – Accounts Payable Files and Ledgers

2017	Duplicate Accounts Payable Records

Retain 7 years – Accounts Receivable Files and Ledgers

2017	Refunds, Contract Revenues

Retain 7 years – Purchase Order Files

2017	Supply Order Requisitions

RECREATION (*continued from previous page*)

Retain 4 years – Payroll Earnings and Deduction Registers

2020 and prior — Guest Relations, and Membership Payroll; Payroll Earnings Report

Retain 4 years – Public Bathing Facilities

2019 and prior — Pool Logs; Pool Permits; Pool Test and Lab Results

Retain 3 years – Daily Cash Records

2021 and prior — Daily Closeout Reconciliations; Refunds

Retain 3 years – Park Use Records

2021 and prior — Non-Member Facility Rental Permits; Township and School District Field Usage Records; Boyce Mayview Pavilion, McLaughlin Activity Center; C&RC Gym and Room Usage; Scheduling Books

Retain 3 years – Time Cards and Attendance Records

2021 and prior — Time Sheets for Maintenance Staff

Retain 2 years – Applications for Employment (Not Hired)

2019 and prior — Applications for employment (not hired)

Retain 2 years – Park Program Files

2021 and prior — Community Day, Log House, Softball League, Tennis and Paddle Programs, Play Room Activity Rosters, Key Log In/Sign Out Sheets; Specialty Program Registration Forms; Registration Forms for Winter Programs; Community Programs & Information for Staff/Counselors/Volunteers

TRI-COMMUNITY SOUTH EMS

Retain 7 years – Emergency Medical Treatment Records (Trip Reports)

2014 — Trip Sheets

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: February 21, 2025

Subject: **DISCUSSION RE. APPROVAL OF CONTRACTS FOR 2025 STREET RESURFACING PROGRAM**

On Tuesday, February 11, 2025, four (4) pre-qualified vendors submitted bids for the Township's 2025 Street Resurfacing Program. Mele & Mele & Sons, Inc., Braddock, PA was the best responsible bidder for the base street resurfacing contract in the amount of $1,996,649.80. In addition to the base bid, Staff also recommends accepting the following alternate bids:

Base Bid	$1,996,649.90
Alternate #1 for Resurfacing the Municipal Building Parking Lots	$ 373,413.00
Alternate #2 for Township Park Improvements	$ 89,947.00
Added: Morton Fire Station Parking Lot	$ 39,958.75
Grand total	**$2,499,968.65**

A copy of the detailed unit pricing for the street resurfacing is attached. Staff is not recommending accepting Alternate #3 for Baker Park Drive.

Funding sources and recommended programming for the Township's 2025 Street Improvement Program are allocated in the Township's Capital Fund and Liquid Fuels Fund.

Staff will recommend that the proper Township officials be authorized to enter into a contract with Mele & Mele & Sons, Inc. for street resurfacing in an amount of $2,499,968.65 based upon the unit pricing provided within their bid at the March 3, 2025 Regular Meeting of the Board.

pec
Attachment
i:\memos\discussion street improvement2025 memo.doc

TOWNSHIP OF UPPER ST. CLAIR

BID RESULTS
2/11/2025

2025 ANNUAL STREET RESURFACING PROGRAM

Item #	Description	Quantity	Unit	Mele & Mele & Sons Unit Price	Mele & Mele & Sons Total	Morgan Excavating L.P. Unit Price	Morgan Excavating L.P. Total	El Grande Industries, Inc. Unit Price	El Grande Industries, Inc. Total	A. Folino Construction, Inc. Unit Price	A. Folino Construction, Inc. Total
1	Milling 1" to 4" Depth	81134	sy	$ 3.00	$ 243,402.00	$ 5.34	$ 433,255.56	$ 3.80	$ 308,309.20	$ 3.49	$ 283,157.66
2	Binder, 2" Depth	68918	sy	$ 10.60	$ 730,530.80	$ 11.38	$ 784,286.84	$ 12.85	$ 885,596.30	$ 12.11	$ 834,596.98
3	Superpave Wearing WMA, 1 1/2" Depth	81134	sy	$ 9.15	$ 742,376.10	$ 9.05	$ 734,262.70	$ 10.30	$ 835,680.20	$ 9.45	$ 766,716.30
4	Modify Existing Inlets	1	ea	$ 3,000.00	$ 3,000.00	$ 6,400.00	$ 6,400.00	$ 6,000.00	$ 6,000.00	$ 5,520.14	$ 5,520.14
5	8" Base Repair	500	sy	$ 40.00	$ 20,000.00	$ 78.00	$ 39,000.00	$ 50.00	$ 25,000.00	$ 86.38	$ 43,190.00
6	4" Base Repair	500	sy	$ 29.50	$ 14,250.00	$ 41.45	$ 20,725.00	$ 30.00	$ 15,000.00	$ 43.19	$ 21,595.00
7	6" Special Underdrain	50	lf	$ 30.00	$ 1,500.00	$ 108.00	$ 5,400.00	$ 40.00	$ 2,000.00	$ 25.65	$ 1,282.50
8	Wedge Curb	57508	lf	$ 2.00	$ 115,016.00	$ 2.25	$ 129,393.00	$ 3.30	$ 189,776.40	$ 2.62	$ 150,670.96
9	Leveling Wearing	337	ton	$ 125.00	$ 42,125.00	$ 114.50	$ 38,586.50	$ 125.00	$ 42,125.00	$ 127.59	$ 42,997.83
10	Driveway Transitions	20	ton	$ 100.00	$ 2,000.00	$ 110.00	$ 2,200.00	$ 125.00	$ 2,500.00	$ 378.09	$ 7,561.80
11	New Storm Inlets	1	ea	$ 5,850.00	$ 5,850.00	$ 6,000.00	$ 6,000.00	$ 6,500.00	$ 6,500.00	$ 8,098.93	$ 8,098.93
12	Adjust Manholes	5	ea	$ 325.00	$ 1,625.00	$ 350.00	$ 1,750.00	$ 290.00	$ 1,450.00	$ 494.47	$ 2,472.35
13	Adjust Storm Inlets	30	ea	$ 400.00	$ 12,000.00	$ 360.00	$ 10,800.00	$ 315.00	$ 9,450.00	$ 362.33	$ 10,869.90
14	Excavation	50	cy	$ 70.00	$ 3,500.00	$ 73.50	$ 3,675.00	$ 75.00	$ 3,750.00	$ 32.09	$ 1,604.50
15	AASHTO #1, 10" Depth	500	sy	$ 32.50	$ 16,250.00	$ 45.00	$ 22,500.00	$ 60.00	$ 30,000.00	$ 41.81	$ 20,905.00
16	Concrete Driveways	50	sy	$ 150.00	$ 7,500.00	$ 289.00	$ 14,450.00	$ 315.00	$ 15,750.00	$ 321.75	$ 16,087.50
17	Downspout Connections	10	ea	$ 85.00	$ 850.00	$ 450.00	$ 4,500.00	$ 250.00	$ 2,500.00	$ 748.67	$ 7,486.70
18	Linestriping	1	ls	$ 25,500.00	$ 25,500.00	$ 25,021.50	$ 25,021.50	$ 25,000.00	$ 25,000.00	$ 28,817.39	$ 28,817.39
19	15" CPP	25	lf	$ 75.00	$ 1,875.00	$ 230.00	$ 5,750.00	$ 150.00	$ 3,750.00	$ 143.66	$ 3,591.50
20	Replace Speed Bump	3	ea	$ 2,500.00	$ 7,500.00	$ 3,875.00	$ 11,625.00	$ 6,500.00	$ 19,500.00	$ 7,099.50	$ 21,298.50
	TOTAL BASE BID				**$ 1,996,649.90**		$ 2,299,581.10		$ 2,429,637.10		$ 2,278,521.44
				Mele unit price & costs is 10 cents less than total put on bid form (possible typing error)	*Item #20 is correct on this form, on Mele's bid they have $2500 for the unit price & total						
	Alternate #1 - Municipal Building Parking Lots										
1.1	Milling, 1"-4" Depth	12963	sy	$ 4.50	$ 58,333.50	$ 7.50	$ 97,222.50	$ 6.00	$ 77,778.00	$ 4.44	$ 57,555.72
1.2	Superpave Binder, 2" Depth	12963	sy	$ 11.50	$ 149,074.50	$ 11.38	$ 147,518.94	$ 16.05	$ 208,056.15	$ 13.12	$ 170,074.56
1.3	Superpave Wearing, 1 1/2" Depth	12963	sy	$ 10.00	$ 129,630.00	$ 10.75	$ 139,352.25	$ 12.90	$ 167,222.70	$ 11.16	$ 144,667.08
1.4	6" Special Underdrain	250	lf	$ 36.50	$ 9,125.00	$ 47.65	$ 11,912.50	$ 50.00	$ 12,500.00	$ 40.12	$ 10,030.00
1.5	4" Base Repairs	500	sy	$ 30.00	$ 15,000.00	$ 41.45	$ 20,725.00	$ 35.00	$ 17,500.00	$ 80.77	$ 40,385.00
1.6	Linestriping	1	ls	$ 12,250.00	$ 12,250.00	$ 20,196.75	$ 20,196.75	$ 20,200.00	$ 20,200.00	$ 23,260.70	$ 23,260.70
	TOTAL ALTERNATE #1				**$373,413.00**		$ 436,927.94		$ 503,256.85		$ 445,973.06
	Alternate #2 - Township Parks Improvements										
2.1	Milling, 1"-4" Depth	1896	sy	$ 6.50	$ 12,324.00	$ 11.60	$ 21,993.60	$ 8.00	$ 15,168.00	$ 7.28	$ 13,802.88
2.2	350 lf Petrotac	350	lf	$ 5.00	$ 1,750.00	$ 5.00	$ 1,750.00	$ 10.00	$ 3,500.00	$ 4.16	$ 1,456.00
2.3	4" Base Repairs	90	sy	$ 42.50	$ 3,825.00	$ 45.00	$ 4,050.00	$ 35.00	$ 3,150.00	$ 80.77	$ 7,269.30
2.4	Superpave Wearing, Fine Graded, 9.5 mm	1896	sy	$ 12.50	$ 23,700.00	$ 11.89	$ 22,543.44	$ 20.00	$ 37,920.00	$ 14.32	$ 27,150.72
2.5	Colorcoating	1896	sy	$ 25.50	$ 48,348.00	$ 14.50	$ 27,492.00	$ 27.00	$ 51,192.00	$ 18.50	$ 35,076.00
	Total Alternate #2				*$ 89,947.00*		$ 77,829.04		$ 110,930.00		**$ 84,754.90**
	Alternate #3 - Baker Park Drive										
3.1	Milling 1" - 4" Depth	4997	sy	$ 3.25	$ 16,240.25	$ 4.90	$ 24,485.30	$ 3.85	$ 19,238.45	$ 3.87	$ 19,338.39
3.2	Superpave Binder - 2" Depth	4997	sy	$ 11.00	$ 54,967.00	$ 12.34	$ 61,662.98	$ 12.85	$ 64,211.45	$ 12.67	$ 63,311.99
3.3	Superpave Wearing Course - 1 1/2" Depth	4997	sy	$ 9.25	$ 46,222.25	$ 10.44	$ 52,168.68	$ 10.30	$ 51,469.10	$ 10.43	$ 52,118.71
3.4	Asphalt Wedge Curb	305	lf	$ 4.50	$ 1,372.50	$ 2.25	$ 686.25	$ 3.30	$ 1,006.50	$ 2.07	$ 631.35
3.5	10" AASHTO #1 Base Repair	50	sy	$ 50.00	$ 2,500.00	$ 111.00	$ 5,550.00	$ 60.00	$ 3,000.00	$ 38.23	$ 1,911.50
3.6	6" Special Underdrain	400	lf	$ 32.50	$ 13,000.00	$ 35.00	$ 14,000.00	$ 35.00	$ 14,000.00	$ 29.27	$ 11,708.00
3.7	Linestriping	1	ea	$ 3,000.00	$ 3,000.00	$ 1,244.25	$ 1,244.25	$ 2,000.00	$ 2,000.00	$ 1,433.01	$ 1,433.01
3.8	Path Paving	80	sy	$ 25.00	$ 2,000.00	$ 62.50	$ 5,000.00	$ 80.00	$ 6,400.00	$ 34.23	$ 2,738.40
	Total Alternate #3				**$ 139,302.00**		$ 164,797.46		$ 161,325.50		$ 153,191.35

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: February 21, 2025

Subject: **DISCUSSION RE. OLD FARM ROAD TRAIL RENOVATION PROJECT PHASE 2**

On Tuesday, February 11, 2025, 18 pre-qualified vendors submitted bids for the Old Farm Road Trail Renovation Project Phase 2. John T. Subrick, Inc. was the best responsible bidder with a base bid in the amount of $395,329.00. John T. Subrick, Inc. was the contractor for Phase 1 of this project which was completed to the Township's satisfaction.

This project is totally funded by a grant from Allegheny Regional Asset District (RAD).

Staff will recommend that the proper Township Officials be authorized to enter into a contract with John T. Subrick, Inc.. in the amount of $395,329.00 at the March 3, 2025 Regular Meeting of the Board.

Attachment

- Bid Tabulation

/pec

i:\memos\discussionreoldfarmroadtrailrenovationphase2feb25.doc

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

Old Farm Trail Road Trail Renovation Project (Phase 2)
C-85604-0003

Prepared:
2/17/2025

GATEWAY ENGINEERS
A FULL-SERVICE CIVIL ENGINEERING FIRM

				John T Subrick, Inc 778 Thomas 84 Road Eighty Four, PA 15330		Independent Enterprises, Inc. 5020 Thoms Run Road Oakdale, PA 15071		LM&R Excavating, LLC 101 Lakeside Court Chester, WV 26034		G. Salandro Excavating, LLC 100 Honor Roll Drive Latrobe, PA 15650		Stonemile Group 103 Progress Lane Canonsburg, PA 15317	
Item No.	**Base Bid**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Removal of Existing Culverts and Pedestrian Bridge, Complete in Place	LS	1	$ 15,000.00	$ 15,000.00	$ 10,000.00	$ 10,000.00	$ 4,800.00	$ 4,800.00	$ 3,000.00	$ 3,000.00	$ 18,200.00	$ 18,200.00
2	Clearing and Grubbing, Complete in Place	AC	0.8	$ 18,750.00	$ 15,000.00	$ 10,000.00	$ 8,000.00	$ 35,000.00	$ 28,000.00	$ 18,000.00	$ 14,400.00	$ 8,900.00	$ 7,120.00
3	Topsoil (Strip / Stockpile / Re-spread), Complete in Place	CY	850	$ 19.12	$ 16,252.00 ✦	$ 15.00	$ 12,750.00	$ 25.00	$ 21,250.00	$ 34.00	$ 28,900.00	$ 17.50	$ 14,875.00
4	Bulk Excavation, Complete in Place	CY	1400	$ 21.43	$ 30,002.00	$ 10.00	$ 14,000.00	$ 25.00	$ 35,000.00	$ 32.00	$ 44,800.00	$ 11.75	$ 16,450.00
5	Rock Construction Entrance (RCE) Including RCE Maintenance Stockpile, Complete in Place	EA	1	$ 10,000.00	$ 10,000.00	$ 3,500.00	$ 3,500.00	$ 3,200.00	$ 3,200.00	$ 8,900.00	$ 8,900.00	$ 3,950.00	$ 3,950.00
6	NAG SC150 Erosion Control Blanket w/ Seed Mix, Complete in Place	SY	1600	$ 4.00	$ 6,400.00	$ 4.00	$ 6,400.00	$ 3.00	$ 4,800.00	$ 7.50	$ 12,000.00	$ 5.80	$ 9,280.00
7	18" Compost Filter Sock, Complete in Place	LF	3000	$ 9.00	$ 27,000.00	$ 11.00	$ 33,000.00	$ 7.00	$ 21,000.00	$ 12.50	$ 37,500.00	$ 7.75	$ 23,250.00
8	Temporary Seeding and Mulching (Stockpiles / Debris Piles), Complete in Place	AC	0.8	$ 3,125.00 ✦	$ 2,500.00	$ 3,000.00	$ 2,400.00	$ 1.00	$ 0.80	$ 5,500.00	$ 4,400.00	$ 5,100.00	$ 4,080.00
9	Permanent Seeding (All Other Disturbed Areas), Complete in Place	AC	0.8	$ 6,250.00 ✦	$ 5,000.00	$ 3,000.00	$ 2,400.00	$ 10,000.00	$ 8,000.00	$ 9,500.00	$ 7,600.00	$ 11,600.00	$ 9,280.00
10	Class 4 Type A Geotextile for the Asphalt Trail, Complete in Place	SY	3150	$ 5.00	$ 15,750.00	$ 4.00	$ 12,600.00	$ 2.50	$ 7,875.00	$ 4.20	$ 13,230.00	$ 3.40	$ 10,710.00
11	6" AASHTO #1 Stone for the Asphalt Trail, Complete in Place	CY	570	$ 70.00	$ 39,900.00	$ 80.00	$ 45,600.00	$ 79.00	$ 45,030.00	$ 52.50	$ 29,925.00	$ 83.00	$ 47,310.00
12	2" 2A Limestone for the Asphalt Trail, Complete in Place	CY	190	$ 70.00	$ 13,300.00	$ 65.00	$ 12,350.00	$ 89.00	$ 16,910.00	$ 46.50	$ 8,835.00	$ 205.00	$ 38,950.00
13	3.5" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	450	$ 125.00	$ 56,250.00	$ 160.00	$ 72,000.00	$ 120.00	$ 54,000.00	$ 180.00	$ 81,000.00	$ 148.00	$ 66,600.00
14	1.5" 9.5 mm Wearing Course for the Asphalt Trail, Complete in Place	SY	195	$ 125.00	$ 24,375.00	$ 170.00	$ 33,150.00	$ 150.50	$ 29,347.50	$ 165.00	$ 32,175.00	$ 168.00	$ 32,760.00
15	15" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	30	$ 100.00	$ 3,000.00	$ 140.00	$ 4,200.00	$ 90.00	$ 2,700.00	$ 50.00	$ 1,500.00	$ 168.00	$ 5,040.00
16	18" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	80	$ 100.00	$ 8,000.00	$ 160.00	$ 12,800.00	$ 100.00	$ 8,000.00	$ 55.00	$ 4,400.00	$ 123.00	$ 9,840.00
17	30" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 130.00	$ 2,600.00	$ 275.00	$ 5,500.00	$ 120.00	$ 2,400.00	$ 90.00	$ 1,800.00	$ 226.00	$ 4,520.00
18	42" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 225.00	$ 4,500.00	$ 300.00	$ 6,000.00	$ 140.00	$ 2,800.00	$ 200.00	$ 4,000.00	$ 284.00	$ 5,680.00
19	Type DW Headwall/Endwall, Complete in Place	EA	12	$ 2,000.00	$ 24,000.00	$ 4,000.00	$ 48,000.00	$ 2,300.00	$ 27,600.00	$ 3,600.00	$ 43,200.00	$ 4,500.00	$ 54,000.00
20	Installation of R-4 Rip-Rap Aprons, Complete in Place	TON	60	$ 90.00	$ 5,400.00	$ 80.00	$ 4,800.00	$ 75.00	$ 4,500.00	$ 70.00	$ 4,200.00	$ 83.00	$ 4,980.00
21	Installation of R-5 Rip-Rap Aprons, Complete in Place	TON	135	$ 90.00	$ 12,150.00	$ 95.00	$ 12,825.00	$ 75.00	$ 10,125.00	$ 72.00	$ 9,720.00	$ 83.00	$ 11,205.00
22	R-3 Riprap Check Dams, Complete in Place	TON	5	$ 90.00	$ 450.00	$ 80.00	$ 400.00	$ 75.00	$ 375.00	$ 70.00	$ 350.00	$ 225.00	$ 1,125.00
23	Vegetated Channel	LF	2800	$ 10.00	$ 28,000.00	$ 12.00	$ 33,600.00	$ 25.25	$ 70,700.00	$ 11.00	$ 30,800.00	$ 9.30	$ 26,040.00
24	Site Restoration, Seeding and Photography; GPS, Complete in Place	LS	1	$ 6,000.00	$ 6,000.00	$ 20,000.00	$ 20,000.00	$ 22,000.00	$ 22,000.00	$ 3,000.00	$ 3,000.00	$ 12,750.00	$ 12,750.00
25	Mobilization/Demobilization/Insurance/Bonds	LS	1	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 19,250.00	$ 19,250.00	$ 13,411.41	$ 13,411.41	$ 10,000.00	$ 10,000.00
26	Unsatisfactory Subgrade Repair, Complete in Place	CY	225	$ 20.00	$ 4,500.00	$ 50.00	$ 11,250.00	$ 1.00	$ 225.00	$ 52.50	$ 11,812.50	$ 50.00	$ 11,250.00
Total Base Bid				$	395,329.00 ✦	$	447,525.00	$	449,888.30	$	454,858.91	$	459,245.00
Item No.	**Add Alternate No. 1**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Alt-1	3" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	385	$ 176.95	$ 68,125.75	$ 160.00	$ 61,600.00	$ 120.00	$ 46,200.00	$ 180.00	$ 69,300.00	$ 175.00	$ 67,375.00
Total Base Bid and Add Alternate No. 1				$	382,829.75	$	403,975.00	$	412,740.80	$	410,983.91	$	427,260.00

Certified As A Correct Copy Of All Bids Received

By: Craig Slin

Date February 17, 2025 revised

✦ **Bidder had a mathematical error in their line item, the correct calculation is reflected above.**

G:\Projects\85000 Upper St Clair\85604 Old Farm Road Trail\-0003 Trail Ph 2\Docs\Engineering\Specifications\Bidder Docs\Bid Tabulation

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

Old Farm Trail Road Trail Renovation Project (Phase 2)
C-85604-0003

Prepared:
2/17/2025

GATEWAY ENGINEERS
A FULL-SERVICE CIVIL ENGINEERING FIRM

				Cronin Enterprises, LLC 667 Route 30 Imperial, PA 15126		Ten Mile Paving, LLC 100 Commerical Drive Washington, PA 15301		Plavchak Construction Co., Inc. 305 N 2nd Avenue, Suite 2 Elizabeth, PA 15037		Plum Contracting, Inc. 864 Craft Road Greensburg, PA 15601		Murn Inc. 234 Oak Way Glassport, PA 15045	
Item No.	**Base Bid**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
1	Removal of Existing Culverts and Pedestrian Bridge, Complete in Place	LS	1	$ 3,970.55	$ 3,970.55	$ 3,500.00	$ 3,500.00	$ 3,750.00	$ 3,750.00	$ 3,600.00	$ 3,600.00	$ 5,000.00	$ 5,000.00
2	Clearing and Grubbing, Complete in Place	AC	0.8	$ 51,765.11	$ 41,412.09	$ 28,350.00	$ 22,680.00 ✦	$ 20,000.00	$ 16,000.00	$ 30,000.00	$ 24,000.00	$ 25,000.00	$ 20,000.00
3	Topsoil (Strip / Stockpile / Re-spread), Complete in Place	CY	850	$ 13.91	$ 11,823.50	$ 45.50	$ 38,675.00	$ 30.00	$ 25,500.00	$ 37.10	$ 31,535.00	$ 43.00	$ 36,550.00
4	Bulk Excavation, Complete in Place	CY	1400	$ 25.95	$ 36,330.00	$ 44.00	$ 61,600.00	$ 25.00	$ 35,000.00	$ 25.25	$ 35,350.00	$ 26.00	$ 36,400.00
5	Rock Construction Entrance (RCE) Including RCE Maintenance Stockpile, Complete in Place	EA	1	$ 6,404.77	$ 6,404.77	$ 8,050.00	$ 8,050.00	$ 1,800.00	$ 1,800.00	$ 8,600.00	$ 8,600.00	$ 5,500.00	$ 5,500.00
6	NAG SC150 Erosion Control Blanket w/ Seed Mix, Complete in Place	SY	1600	$ 3.23	$ 5,168.00	$ 6.00	$ 9,600.00	$ 2.00	$ 3,200.00	$ 2.35	$ 3,760.00	$ 4.00	$ 6,400.00
7	18" Compost Filter Sock, Complete in Place	LF	3000	$ 7.31	$ 21,930.00	$ 9.00	$ 27,000.00	$ 8.00	$ 24,000.00	$ 9.00	$ 27,000.00	$ 15.00	$ 45,000.00
8	Temporary Seeding and Mulching (Stockpiles / Debris Piles), Complete in Place	AC	0.8	$ 8,482.31	$ 6,785.85	$ 6,100.00	$ 4,880.00 ✦	$ 4,400.00	$ 3,520.00	$ 2,850.00	$ 2,280.00	$ 3,420.00	$ 2,736.00
9	Permanent Seeding (All Other Disturbed Areas), Complete in Place	AC	0.8	$ 9,178.13	$ 7,342.50	$ 8,330.00	$ 6,664.00 ✦	$ 5,000.00	$ 4,000.00	$ 10,725.00	$ 8,580.00	$ 7,744.00	$ 6,195.20
10	Class 4 Type A Geotextile for the Asphalt Trail, Complete in Place	SY	3150	$ 3.83	$ 12,064.50	$ 2.75	$ 8,662.50	$ 4.00	$ 12,600.00	$ 3.50	$ 11,025.00	$ 3.00	$ 9,450.00
11	6" AASHTO #1 Stone for the Asphalt Trail, Complete in Place	CY	570	$ 93.81	$ 53,471.70	$ 69.50	$ 39,615.00	$ 75.00	$ 42,750.00	$ 74.00	$ 42,180.00	$ 71.00	$ 40,470.00
12	2" 2A Limestone for the Asphalt Trail, Complete in Place	CY	190	$ 89.50	$ 17,005.00	$ 80.50	$ 15,295.00	$ 118.00	$ 22,420.00	$ 137.00	$ 26,030.00	$ 98.00	$ 18,620.00
13	3.5" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	450	$ 144.76	$ 65,142.00	$ 104.00	$ 46,800.00	$ 166.00	$ 74,700.00	$ 125.00	$ 56,250.00	$ 98.00	$ 44,100.00
14	1.5" 9.5 mm Wearing Course for the Asphalt Trail, Complete in Place	SY	195	$ 161.48	$ 31,488.60	$ 142.50	$ 27,787.50	$ 208.00	$ 40,560.00	$ 175.00	$ 34,125.00	$ 123.00	$ 23,985.00
15	15" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	30	$ 162.77	$ 4,883.10	$ 154.30	$ 4,629.00	$ 60.00	$ 1,800.00	$ 103.00	$ 3,090.00	$ 92.00	$ 2,760.00
16	18" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	80	$ 142.04	$ 11,363.20	$ 155.40	$ 12,432.00	$ 75.00	$ 6,000.00	$ 107.00	$ 8,560.00	$ 94.00	$ 7,520.00
17	30" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 280.00	$ 5,600.00	$ 265.30	$ 5,306.00	$ 95.00	$ 1,900.00	$ 167.00	$ 3,340.00	$ 145.00	$ 2,900.00
18	42" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 259.30	$ 5,186.00	$ 586.00	$ 11,720.00	$ 150.00	$ 3,000.00	$ 235.00	$ 4,700.00	$ 272.00	$ 5,440.00
19	Type DW Headwall/Endwall, Complete in Place	EA	12	$ 2,237.95	$ 26,855.40	$ 2,480.00	$ 29,760.00	$ 3,000.00	$ 36,000.00	$ 4,850.00	$ 58,200.00	$ 3,600.00	$ 43,200.00
20	Installation of R-4 Rip-Rap Aprons, Complete in Place	TON	60	$ 100.41	$ 6,024.60	$ 104.50	$ 6,270.00	$ 85.00	$ 5,100.00	$ 64.75	$ 3,885.00	$ 120.00	$ 7,200.00
21	Installation of R-5 Rip-Rap Aprons, Complete in Place	TON	135	$ 82.42	$ 11,126.70	$ 107.50	$ 14,512.50	$ 95.00	$ 12,825.00	$ 71.25	$ 9,618.75	$ 124.00	$ 16,740.00
22	R-3 Riprap Check Dams, Complete in Place	TON	5	$ 399.67	$ 1,998.35	$ 103.50	$ 517.50	$ 115.00	$ 575.00	$ 159.00	$ 795.00	$ 120.00	$ 600.00
23	Vegetated Channel	LF	2800	$ 2.67	$ 7,476.00	$ 2.75	$ 7,700.00	$ 12.00	$ 33,600.00	$ 13.75	$ 38,500.00	$ 16.05	$ 44,940.00
24	Site Restoration, Seeding and Photography; GPS, Complete in Place	LS	1	$ 4,253.89	$ 4,253.89	$ 13,000.00	$ 13,000.00	$ 9,500.00	$ 9,500.00	$ 2,125.00	$ 2,125.00	$ 30,000.00	$ 30,000.00
25	Mobilization/Demobilization/Insurance/Bonds	LS	1	$ 40,695.95	$ 40,695.95	$ 12,000.00	$ 12,000.00	$ 37,500.00	$ 37,500.00	$ 15,225.00	$ 15,225.00	$ 25,000.00	$ 25,000.00
26	Unsatisfactory Subgrade Repair, Complete in Place	CY	225	$ 111.47	$ 25,080.75	$ 153.50	$ 34,537.50	$ 125.00	$ 28,125.00	$ 117.25	$ 26,381.25	$ 55.00	$ 12,375.00
Total Base Bid				$	**470,883.00**	$	**473,193.50** ✦	$	**485,725.00**	$	**488,735.00**	$	**499,081.20**
Item No.	**Add Alternate No. 1**	**Unit**	**Quantity**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Alt-1	3" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	385	$ 159.85	$ 61,542.25	$ 126.00	$ 48,510.00	$ 200.00	$ 77,000.00	$ 150.00	$ 57,750.00	$ 122.80	$ 47,278.00
Total Base Bid and Add Alternate No. 1				$	**435,794.65**	$	**447,116.00**	$	**447,465.00**	$	**456,110.00**	$	**478,274.20**

Certified As A Correct Copy Of All Bids Received

✦ **Bidder had a mathematical error in their line item, the correct calculation is reflected above.**

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

Old Farm Trail Road Trail Renovation Project (Phase 2)
C-85604-0003

Prepared:
2/17/2025

GATEWAY ENGINEERS
A FULL-SERVICE CIVIL ENGINEERING FIRM

Item No.	Base Bid	Unit	Quantity	VS&H Construction Company, LLC 8306 Ohio River Boulevard Pittsburgh, PA 1202		A. Merante Contracting, Inc. 4740 Streets Run Road Pittsburgh, PA 15236		W.G. Land Company, LLC 2023 County Line Road Champion, PA 15622		Verdari Landscapes, LLC 2413 Nicholson Road Sewickley, PA 15143		Mele & Mele & Sons, Inc. One Mele Place Braddock, PA 15104	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Removal of Existing Culverts and Pedestrian Bridge, Complete in Place	LS	1	$ 4,000.00	$ 4,000.00	$ 3,500.00	$ 3,500.00	$ 14,000.00	$ 14,000.00	$ 2,666.00	$ 2,666.00	$ 4,232.00	$ 4,232.00
2	Clearing and Grubbing, Complete in Place	AC	0.8	$ 20,000.00	$ 16,000.00	$ 21,000.00	$ 16,800.00	$ 24,000.00	$ 19,200.00	$ 37,125.00	$ 29,700.00	$ 26,182.00	$ 20,945.60
3	Topsoil (Strip / Stockpile / Re-spread), Complete in Place	CY	850	$ 25.00	$ 21,250.00	$ 41.00	$ 34,850.00	$ 34.00	$ 28,900.00	$ 18.84	$ 16,014.00	$ 40.75	$ 34,637.50
4	Bulk Excavation, Complete in Place	CY	1400	$ 43.50	$ 60,900.00	$ 43.00	$ 60,200.00	$ 26.00	$ 36,400.00	$ 21.83	$ 30,562.00	$ 35.78	$ 50,092.00
5	Rock Construction Entrance (RCE) Including RCE Maintenance Stockpile, Complete in Place	EA	1	$ 2,100.00	$ 2,100.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 3,600.00	$ 2,517.00	$ 2,517.00	$ 5,037.00	$ 5,037.00
6	NAG SC150 Erosion Control Blanket w/ Seed Mix, Complete in Place	SY	1600	$ 2.50	$ 4,000.00	$ 2.50	$ 4,000.00	$ 3.00	$ 4,800.00	$ 5.50	$ 8,800.00	$ 3.76	$ 6,016.00
7	18" Compost Filter Sock, Complete in Place	LF	3000	$ 9.00	$ 27,000.00	$ 7.86	$ 23,580.00	$ 10.00	$ 30,000.00	$ 8.13	$ 24,390.00	$ 12.58	$ 37,740.00
8	Temporary Seeding and Mulching (Stockpiles / Debris Piles), Complete in Place	AC	0.8	$ 18,000.00	$ 14,400.00	$ 2,500.00	$ 2,000.00	$ 2,000.00	$ 1,600.00	$ 1,700.00	$ 1,360.00	$ 2,907.00	$ 2,325.60
9	Permanent Seeding (All Other Disturbed Areas), Complete in Place	AC	0.8	$ 20,000.00	$ 16,000.00	$ 5,500.00	$ 4,400.00	$ 4,500.00	$ 3,600.00	$ 18,400.00	$ 14,720.00	$ 11,100.00	$ 8,880.00
10	Class 4 Type A Geotextile for the Asphalt Trail, Complete in Place	SY	3150	$ 2.94	$ 9,261.00	$ 2.50	$ 7,875.00	$ 3.00	$ 9,450.00	$ 6.00	$ 18,900.00	$ 2.97	$ 9,355.50
11	6" AASHTO #1 Stone for the Asphalt Trail, Complete in Place	CY	570	$ 83.77	$ 47,748.90	$ 120.00	$ 68,400.00	$ 132.00	$ 75,240.00	$ 81.71	$ 46,574.70	$ 89.83	$ 51,203.10
12	2" 2A Limestone for the Asphalt Trail, Complete in Place	CY	190	$ 115.61	$ 21,965.90	$ 133.00	$ 25,270.00	$ 121.00	$ 22,990.00	$ 89.50	$ 17,005.00	$ 195.67	$ 37,177.30
13	3.5" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	450	$ 137.29	$ 61,780.50	$ 135.00	$ 60,750.00	$ 165.00	$ 74,250.00	$ 130.17	$ 58,576.50	$ 161.08	$ 72,486.00
14	1.5" 9.5 mm Wearing Course for the Asphalt Trail, Complete in Place	SY	195	$ 170.25	$ 33,198.75	$ 152.00	$ 29,640.00	$ 170.00	$ 33,150.00	$ 186.50	$ 36,367.50	$ 182.64	$ 35,614.80
15	15" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	30	$ 255.96	$ 7,678.80	$ 87.00	$ 2,610.00	$ 150.00	$ 4,500.00	$ 86.73	$ 2,601.90	$ 121.21	$ 3,636.30
16	18" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	80	$ 255.56	$ 20,444.80	$ 91.00	$ 7,280.00	$ 140.00	$ 11,200.00	$ 65.00	$ 5,200.00	$ 101.48	$ 8,118.40
17	30" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 283.80	$ 5,676.00	$ 159.00	$ 3,180.00	$ 150.00	$ 3,000.00	$ 169.00	$ 3,380.00	$ 222.55	$ 4,451.00
18	42" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 308.00	$ 6,160.00	$ 212.00	$ 4,240.00	$ 160.00	$ 3,200.00	$ 208.00	$ 4,160.00	$ 292.19	$ 5,843.80
19	Type DW Headwall/Endwall, Complete in Place	EA	12	$ 6,728.50	$ 80,742.00	$ 3,875.00	$ 46,500.00	$ 4,000.00	$ 48,000.00	$ 3,350.00	$ 40,200.00	$ 2,808.00	$ 33,696.00
20	Installation of R-4 Rip-Rap Aprons, Complete in Place	TON	60	$ 70.00	$ 4,200.00	$ 98.00	$ 5,880.00	$ 115.00	$ 6,900.00	$ 183.00	$ 10,980.00	$ 251.65	$ 15,099.00
21	Installation of R-5 Rip-Rap Aprons, Complete in Place	TON	135	$ 75.00	$ 10,125.00	$ 134.00	$ 18,090.00	$ 115.00	$ 15,525.00	$ 66.00	$ 8,910.00	$ 121.75	$ 16,436.25
22	R-3 Riprap Check Dams, Complete in Place	TON	5	$ 85.00	$ 425.00	$ 125.00	$ 625.00	$ 120.00	$ 600.00	$ 251.00	$ 1,255.00	$ 664.31	$ 3,321.55
23	Vegetated Channel	LF	2800	$ 5.00	$ 14,000.00	$ 15.50	$ 43,400.00	$ 4.00	$ 11,200.00	$ 10.50	$ 29,400.00	$ 9.23	$ 25,844.00
24	Site Restoration, Seeding and Photography; GPS, Complete in Place	LS	1	$ 10,000.00	$ 10,000.00	$ 6,000.00	$ 6,000.00	$ 14,000.00	$ 14,000.00	$ 1,500.00	$ 1,500.00	$ 1,619.00	$ 1,619.00
25	Mobilization/Demobilization/Insurance/Bonds	LS	1	$ 8,500.00	$ 8,500.00	$ 22,850.00	$ 22,850.00	$ 30,000.00	$ 30,000.00	$ 94,500.00	$ 94,500.00	$ 63,985.00	$ 63,985.00
26	Unsatisfactory Subgrade Repair, Complete in Place	CY	225	$ 68.00	$ 15,300.00	$ 120.00	$ 27,000.00	$ 142.00	$ 31,950.00	$ 138.00	$ 31,050.00	$ 139.45	$ 31,376.25
	Total Base Bid			$	522,856.65	$	532,520.00	$	537,255.00	$	✦ 541,289.60	$	589,168.95

Item No.	Add Alternate No. 1	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Alt-1	3" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	385	$ 131.70	$ 50,704.50	$ 51,290.00	$ 51,590.00	$ 158.00	$ 60,830.00	$ 140.00	$ 53,900.00	$ (99.57)	$ (38,334.45)
	Total Base Bid and Add Alternate No. 1			$	478,581.90	$	493,720.00	$	490,685.00	$	500,245.60	$	550,834.50

Certified As A Correct Copy Of All Bids Received

✦ **Bidder had a mathematical error in their line item, the correct calculation is reflected above.**

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

Old Farm Trail Road Trail Renovation Project (Phase 2)
C-85604-0003

Prepared:
2/17/2025

GATEWAY ENGINEERS
A FULL-SERVICE CIVIL ENGINEERING FIRM

Item No.	Base Bid	Unit	Quantity	Hiles Excavating LLC 170 Bish Road Chicora, PA 16025 Unit Price	Amount	Tedesco Excavating & Paving 1107 Long Run Road White Oak, PA 15131 Unit Price	Amount	A. Folino Construction, Inc. 109 Dark Hollow Road Oakmont, PA 15139 Unit Price	Amount
1	Removal of Existing Culverts and Pedestrian Bridge, Complete in Place	LS	1	$ 39,000.00	$ 39,000.00	$ 15,000.00	$ 15,000.00	$ 7,107.77	$ 7,107.77
2	Clearing and Grubbing, Complete in Place	AC	0.8	$ 26,250.00	$ 21,000.00	$ 30,000.00	$ 24,000.00	$ 33,750.00	$ 27,000.00
3	Topsoil (Strip / Stockpile / Re-spread), Complete in Place	CY	850	$ 47.00	$ 39,950.00	$ 35.00	$ 29,750.00	$ 74.00	$ 62,900.00
4	Bulk Excavation, Complete in Place	CY	1400	$ 19.30	$ 27,020.00	$ 50.00	$ 70,000.00	$ 52.00	$ 72,800.00
5	Rock Construction Entrance (RCE) Including RCE Maintenance Stockpile, Complete in Place	EA	1	$ 2,000.00	$ 2,000.00	$ 3,000.00	$ 3,000.00	$ 5,600.00	$ 5,600.00
6	NAG SC150 Erosion Control Blanket w/ Seed Mix, Complete in Place	SY	1600	$ 4.00	$ 6,400.00	$ 6.00	$ 9,600.00	$ 6.50	$ 10,400.00
7	18" Compost Filter Sock, Complete in Place	LF	3000	$ 7.70	$ 23,100.00	$ 8.00	$ 24,000.00	$ 8.10	$ 24,300.00
8	Temporary Seeding and Mulching (Stockpiles / Debris Piles), Complete in Place	AC	0.8	$ 21,250.00	$ 17,000.00	$ 8,000.00	$ 6,400.00	$ 6,600.00	$ 5,280.00
9	Permanent Seeding (All Other Disturbed Areas), Complete in Place	AC	0.8	$ 7,500.00	$ 6,000.00	$ 25,000.00	$ 20,000.00	$ 10,800.00	$ 8,640.00
10	Class 4 Type A Geotextile for the Asphalt Trail, Complete in Place	SY	3150	$ 5.30	$ 16,695.00	$ 3.50	$ 11,025.00	$ 4.30	$ 13,545.00
11	6" AASHTO #1 Stone for the Asphalt Trail, Complete in Place	CY	570	$ 87.70	$ 49,989.00	$ 111.00	$ 63,270.00	$ 133.00	$ 75,810.00
12	2" 2A Limestone for the Asphalt Trail, Complete in Place	CY	190	$ 131.60	$ 25,004.00	$ 124.00	$ 23,560.00	$ 123.00	$ 23,370.00
13	3.5" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	450	$ 136.00	$ 61,200.00	$ 145.00	$ 65,250.00	$ 207.00	$ 93,150.00
14	1.5" 9.5 mm Wearing Course for the Asphalt Trail, Complete in Place	SY	195	$ 252.60	$ 49,257.00	$ 165.00	$ 32,175.00	$ 194.00	$ 37,830.00
15	15" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	30	$ 435.00	$ 13,050.00	$ 115.00	$ 3,450.00	$ 128.00	$ 3,840.00
16	18" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	80	$ 187.50	$ 15,000.00	$ 125.00	$ 10,000.00	$ 190.00	$ 15,200.00
17	30" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 400.00	$ 8,000.00	$ 160.00	$ 3,200.00	$ 405.00	$ 8,100.00
18	42" SLCPP WT JT Storm Pipe, all depths, all backfill conditions, complete in place	LF	20	$ 500.00	$ 10,000.00	$ 200.00	$ 4,000.00	$ 375.00	$ 7,500.00
19	Type DW Headwall/Endwall, Complete in Place	EA	12	$ 4,333.00	$ 51,996.00	$ 2,800.00	$ 33,600.00	$ 4,300.00	$ 51,600.00
20	Installation of R-4 Rip-Rap Aprons, Complete in Place	TON	60	$ 140.00	$ 8,400.00	$ 100.00	$ 6,000.00	$ 155.00	$ 9,300.00
21	Installation of R-5 Rip-Rap Aprons, Complete in Place	TON	135	$ 145.00	$ 19,575.00	$ 108.00	$ 14,580.00	$ 96.00	$ 12,960.00
22	R-3 Riprap Check Dams, Complete in Place	TON	5	$ 600.00	$ 3,000.00	$ 245.00	$ 1,225.00	$ 480.00	$ 2,400.00
23	Vegetated Channel	LF	2800	$ 17.50	$ 49,000.00	$ 13.00	$ 36,400.00	$ 8.40	$ 23,520.00
24	Site Restoration, Seeding and Photography; GPS, Complete in Place	LS	1	$ 5,000.00	$ 5,000.00	$ 25,000.00	$ 25,000.00	$ 12,000.00	$ 12,000.00
25	Mobilization/Demobilization/Insurance/Bonds	LS	1	$ 5,000.00	$ 5,000.00	$ 29,000.00	$ 29,000.00	$ 12,900.00	$ 12,900.00
26	Unsatisfactory Subgrade Repair, Complete in Place	CY	225	$ 89.00	$ 20,025.00	$ 155.00	$ 34,875.00	$ 225.00	$ 50,625.00
Total Base Bid				**$**	**591,661.00**	**$**	**598,360.00**	**$**	**677,677.77**

Item No.	Add Alternate No. 1	Unit	Quantity	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Alt-1	3" 19.0 mm Binder Course for the Asphalt Trail, Complete in Place	TON	385	$ 138.00	$ 53,130.00	$ 140.00	$ 53,900.00	$ 187.00	$ 71,995.00
Total Base Bid and Add Alternate No. 1				**$**	**534,334.00**	**$**	**554,835.00**	**$**	**618,692.77**

Certified As A Correct Copy Of All Bids Received

✦ **Bidder had a mathematical error in their line item, the correct calculation is reflected above.**

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: February 21, 2025

Subject: **DISCUSSION RE. APPROVAL OF CONTRACT FOR MORTON FIELDS COMPLEX SITE FURNISHINGS**

Staff has received a proposal from Keystone Ridge Designs for the purchase and delivery of site furnishings for the Morton Fields Complex utilizing the COSTARS cooperative purchasing program (contract #014-E23-301) in the amount of $120,692.00. This purchase includes fourteen benches, 10 four-chair table sets, 2 three-chair table sets, 24 thirty-eight-gallon refuse and recycling receptacles with upgraded lids, and one 7 capacity bike rack.

This purchase is allocated in the Township's 2025 Capital Projects Budget and is entirely grant funded.

Staff will recommend that the proper Township Officials be authorized to enter into a contract with Keystone Ridge Designs in the amount of $120,692.00 at the March 3, 2025 Regular Meeting of the Board.

/pec

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: February 21, 2025

Subject: **DISCUSSION RE. APPROVAL OF CONTRACT FOR MORTON FIELDS COMPLEX SOCCER GOALS**

Staff has received four proposals for the purchase and delivery of eight soccer goals of various sizes with anchor weights for the Morton Fields Complex. Pioneer Athletics provided the low quote in the amount of $52,440.00.

This purchase is allocated in the Township's 2025 Capital Projects Budget and is entirely grant funded.

Staff will recommend that the proper Township Officials be authorized to enter into a contract with Pioneer Athletics in the amount of $52,440.00 at the March 3, 2025 Regular Meeting of the Board.

/pec

MEMORANDUM

To: **Matthew R. Serakowski, Township Manager**

From: **Adam A. Benigni, AICP, Director of Planning and Community Development**

Date: **February 21, 2025**

Subject: **DISCUSSION RE. ADOPTION OF RESOLUTION FOR THE ACQUISITION OF REAL ESTATE PRESENTLY OWNED BY NANCY J. LEYGRAAF, TRUSTEE UNDER THE TESTAMENTARY REMAINDER TRUST UNDER THE WILL OF PAUL A. ORIENT, LOCATED AT 1610 MCLAUGHLIN RUN ROAD**

The Township intends to purchase parcels 395-A-80 and 395-E-70 presently owned by Nancy J. Leygraaf located at 1610 McLaughlin Run Road. The total area of the two (2) parcels is approximately 6.47 acres. The owner has agreed to sell the property to the Township for $245,000.00.

A Resolution authorizing the purchase will be prepared for consideration by the Board at the Regular Meeting on Monday, March 3, 2025.

Attachments

1. Sales Agreement
2. Draft Resolution
3. GIS Map of Subject Property

Agreement of Sale of Real Estate

This Agreement of Sale of Real Estate ("Agreement") is made by and between the Township of Upper St. Clair ("Purchaser") and Nancy J. Leygraaf, Trustee under the Testamentary Remainder Trust under the Will of Paul A. Orient ("Seller").

WHEREAS, Purchaser notified Seller of the Purchaser's interest in acquiring two certain parcels of real property in the Township of Upper St. Clair, Allegheny County, Pennsylvania, identified as follows: (1) vacant land on McLaughlin Run Road, Upper St. Clair, PA 15241, designated by the Allegheny County Office of Real Estate as Block & Lot 395-E-70; and (2) 1610 McLaughlin Run Road, Upper St. Clair, PA 15241, designated by the Allegheny County Office of Real Estate as Block & Lot 395-A-80; and

WHEREAS, Seller has agreed to sell the subject property to Purchaser in accordance with the terms hereinafter provided.

NOW, THEREFORE, intending to be legally bound hereby, Purchaser and Seller agree as follows:

1. **Sale.** In consideration of the purchase price to be paid by Purchaser to Seller, the covenants and undertakings of each as described herein, and other good and valuable consideration, Seller will sell, grant, and convey to Purchaser or its nominee or assignee by deed of special warranty, fee simple title to two (2) certain parcels of real property, identified as follows: (1) vacant land on McLaughlin Run Road, Upper St. Clair, PA 15241, designated by the Allegheny County Office of Real Estate as Block & Lot 395-E-70; and (2) 1610 McLaughlin Run Road, Upper St. Clair, PA 15241, designated by the Allegheny County Office of Real Estate as Block & Lot 395-A-80 (hereinafter, combined and referred to as the "Property"). Such parcels are more fully described in the legal description attached hereto as Exhibit "A." Title to the Property will be good and marketable and will be free and clear of all liens and encumbrances. Title to the Property will be insurable by any reputable title insurance company licensed in Pennsylvania at regular rates.

2. **Purchase Price.** Purchaser will purchase the Property and pay to the Seller a sum total of Two Hundred Forty Five Thousand Dollars ($245,000), payable in full at Settlement.

3. **Title Matters.** Title to the Property shall be good and marketable, free and clear of all liens, encumbrances and encroachments, insurable without exception or qualification at regular rates, and subject only to: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property and being along the front, rear or side lot lines; (c) water, sewer, gas, electric, and telephone lines or easements therefor of record or as presently installed; (d) prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; (e) easements apparent upon inspection of the Property; and (f) the operation and effect of those instruments or matters which are set forth as an exception to coverage in a commitment for title insurance from the Title Company and covering the Property and as to which Purchaser has not expressly objected in a written notice to Seller ("Permitted Exceptions").

Purchaser shall order from a reputable title insurance company for delivery to Seller a comprehensive title report on the Property within thirty (30) days from the full execution of this Agreement. If there is any matter revealed in the Title Commitment as to which Purchaser in its

sole discretion objects, Purchaser may elect to notify Seller of such title defect within fifteen (15) days of receipt of the Title Commitment, and Seller, within ten (10) business days from receiving notice, shall notify Purchaser in writing of Seller's election: (i) to cure the title defect at Seller's cost and expense, or (ii) not to cure such defect. If Seller elects not to cure the title defect, then Purchaser, within ten (10) business days from receipt of Seller's written notice of such election, shall elect by written notice to Seller to either: (1) waive the title defect and proceed with Settlement with no abatement of the Purchase Price, or (2) terminate this Agreement, in which event each party's rights and obligations hereunder shall cease. If Purchaser fails to make a written election within the 10 day period, then Purchaser shall be deemed to have elected to waive the title defect and proceed with Settlement. Notwithstanding the foregoing, Seller shall be obligated to cure all monetary liens and encumbrances applicable to the Property, such as a mortgage, judgment, lien for delinquent real estate taxes, attachment, lien claim or other lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of money, on or prior to Settlement.

4. Due Diligence.

A. Purchaser acknowledges that it is purchasing the Property in its AS-IS, WHERE IS condition and that Seller makes no representations as to the condition of the Property or its suitability for any uses intended by Purchaser (collectively, the "Purchaser's Intended Use") other than those representations of Seller expressly set forth in Article 15 of this Agreement. Purchaser shall have the right during the period commencing on the date of last execution of this Agreement by Purchaser and Seller (the "Commencement Date") and ending at 5:00 p.m. Eastern Time on the date which is one hundred and twenty (120) days after the Commencement Date (the "Feasibility Study Period") to make those investigations, tests and studies with respect to the Property which Purchaser deems to be reasonably necessary or desirable to confirm that the Property may be used for the purposes intended by Purchaser, including, without limitation: asbestos, wetlands, Phase I, and to the extent necessary, Phase II environmental site assessment, topographical study, zoning analysis, and survey work, permits and land planning approvals (the "Permitted Investigations"). Notwithstanding the foregoing, Purchaser shall not perform any invasive tests on the Property without obtaining Seller's prior written consent. The Permitted Investigations shall be at Purchaser's sole cost and expense. In order to assist Purchaser in completing its due diligence, Seller shall deliver to Purchaser promptly after execution hereof copies of any and all studies, reports, surveys, title information, contracts, licenses, permits, approvals, documents and instruments relating to the Property, including a copy of the trust agreement for the Testamentary Remainder Trust under the Will of Paul A. Orient, (collectively, "Seller's Documents") which Seller has in his possession.

B. If, during the Feasibility Study Period, Purchaser determines, in its sole discretion, that the Property is not acceptable to Purchaser due to the existence of any unacceptable or undesirable condition on or affecting the Property or its intended use disclosed in connection with the Permitted Investigations, then Purchaser may, at any time prior to 5:00 p.m. Eastern Time on the final day of the Feasibility Study Period, terminate this Agreement by written notice to Seller. Upon any timely termination of this Agreement as aforesaid, the Seller's Documents shall be promptly returned to Seller and each party's rights and liabilities hereunder shall cease except for those rights of the parties which have accrued prior to the date of such termination.

C. Upon advance notice to Seller, Purchaser shall have the right to enter upon the Property during the Feasibility Study Period and prior to Closing for the purpose of making any inspection, investigations, studies or tests. Purchaser shall repair any damage to the Property resulting from any inspections, studies or tests performed by Purchaser. In connection with such entry onto the Property, Purchaser agrees that it shall be responsible for any damages to the same resulting from such operations and shall indemnify, defend (by counsel of Seller's choice) and hold Seller harmless from all claims of any type directly arising out of Purchaser's entry onto the Property for the purposes set forth herein, other than any claims, costs or liability resulting from the acts or omissions of Seller or its agents.

5. Matters Prior to Settlement.

A. **Maintenance and Operation of the Property.** Seller agrees to prudently manage, insure, and operate the Property through the date of Settlement in accordance with good business practices and shall maintain the Property in its current condition.

B. **Changes to Improvements.** Without the consent of Purchaser, Seller shall not, between the Commencement Date and the date of Settlement, alter the Property or consent to such alteration except to complete any improvements or non-structural changes, installations, or decorations which may be required by law and excluding ordinary care and maintenance.

C. **New and Existing Agreements.** Without first obtaining Purchaser's consent, Seller shall not, between the Commencement Date and the date of Settlement, enter into any leases, contracts, or other agreements which could bind Purchaser or the Property after the Settlement.

D. **Seller's Equipment and Materials on the Property.** Notwithstanding anything to the contrary in this Agreement, Seller must remove from the Property all of Seller's equipment and materials, including all stones, rocks, and other materials related to business operations that are maintained, stored, or located on the Property prior to Settlement.

6. Settlement. "Settlement" will be held on a mutually agreeable date at any time following expiration of the Feasibility Study Period but in no event later than January 1, 2026. Settlement will be held at the administrative office of the Purchaser or at another location mutually agreed upon. In the alternate, Settlement may be conducted by mail so long as all necessary documentation is delivered to the Title Company in executed form no later than the date of Settlement. At Settlement:

A. Seller shall convey and transfer to Purchaser good and marketable fee simple title to the Property insurable by a reputable title insurance company at regular rates, subject only to Permitted Exceptions, by executing, acknowledging and delivering to Purchaser a deed of special warranty.

B. Seller shall deliver to Purchaser (i) a duly executed FIRPTA Certificate pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, (ii) all documents, affidavits and other information as may be reasonably required in order for the Title Company to issue an Owner's Policy of Title Insurance to

Purchaser, and (iii) any other declarations, statements or certificates, if any, required by law in connection with this transaction. Purchaser shall sign and execute any such declarations, statements or certificates if required by law.

C. Seller shall deliver an owner's affidavit in a form that the Title Company may reasonably require.

D. Seller shall deliver a closing statement, duly executed by Seller.

E. Seller shall deliver such other documents as may be reasonably and customarily required in connection with the transaction contemplated by this Agreement, each duly executed and acknowledged (where applicable) by Seller.

7. Taxes and Utilities. Real estate taxes shall be prorated based upon the fiscal year of the taxing body, calculated on a daily basis as of the date of Settlement. To the extent it is determined that the transaction is subject to realty transfer taxes, payment of such taxes shall be made by the Purchaser. Electric, water, sewer, gas, fuel, waste collection and removal, and other utility expenses relating to the Property shall be prorated as of the date of Settlement. It shall be assumed that the utility charges were incurred uniformly during the billing period in which the Settlement occurs. If bills for the applicable period are unavailable, the amounts of such charges will be estimated based upon the latest known bills. Notwithstanding the foregoing, to the extent possible, Seller and Purchaser shall request the utility companies to read the meters as of the date of Settlement, and Seller shall be responsible for all charges incurred through the date of Settlement.

8. Seller's and Purchaser's Expenses. Seller will pay the cost of title clearance to the extent there are any liens, judgments, or encumbrances on the Property, and reasonable charges for any disbursements made on behalf of Seller for title clearance. Purchaser shall pay any and all administrative costs associated with settlement services, the cost of deed preparation, the Title Insurance Commitment, and Policy and Settlement services.

9. Possession. Seller shall deliver free and unencumbered possession of the Property to Purchaser at Settlement. The Property shall be cleared out, free of any tenants, and vacant of any personal property owned by Seller or Seller's previous tenants. If any personal property of Seller or Seller's previous tenants remains at the Property after Settlement, the personal property shall be considered abandoned and will be disposed of by Purchaser.

10. Real Estate Broker. Seller and Purchaser mutually represent and warrant that they are not aware of any Broker or Sales Agent who is making or could make a claim for commissions on the sale of the Property and agree to indemnify and hold harmless the other party from claims, demands or suit for brokerage fees from anyone claiming an agreement with such party.

11. Risk of Loss. Risk of loss of the Property will remain upon Seller until Settlement.

12. Municipal Improvements. Seller will pay any municipal claim against the Property if the ordinance or resolution authorizing the work or improvement is adopted prior to the date of Settlement.

13. Default.

A. **By Purchaser:** As Seller's sole and exclusive remedy if Purchaser defaults, Seller may terminate this Agreement, whereupon Seller shall be released of any and all obligations under this Agreement.

B. **By Seller:** If Seller defaults, Purchaser may elect to: (1) terminate this Agreement; and/or (2) commence an action for specific performance (provided that, as a condition to Purchaser's entitlement to seek the remedy of specific performance, a suit thereon must be filed, if at all, not later than the date which is one hundred and twenty (120) days following the Settlement Date, it being the express understanding and agreement of the parties that Purchaser's failure to file suit for specific performance within such time period shall be deemed Purchaser's unconditional and irrevocable waiver of the right to seek and obtain such remedy of specific performance) and for any other remedy at law or in equity, including loss of bargain. If Seller defaults, Purchaser shall be entitled to recover from Seller Purchaser's reasonable attorneys' fees and other litigation costs and expenses incurred as a result of any litigation arising from this Agreement.

14. Zoning and Other Ordinances. Seller makes no representations or warranties as to the condition of the Property, including its suitability for its intended use by Purchaser or the zoning status of the Property.

15. Seller's Representations and Warranties. Seller makes the following representations and covenants upon which Purchaser may rely:

A. Seller has good and marketable fee-simple title to the Property.

B. The Purchase Price is sufficient to fully pay and discharge any and all encumbrances currently against the Property.

C. To the best of Seller's knowledge, there are no pending or threatened proceedings, actions, litigation, bankruptcy petitions, judgments, or claims of any nature whatsoever, against the Seller or the Property by any part or before any government, regulatory authority or any administrative forum, and Seller has received no notices from any county, state, or other governmental authority of zoning, building, fire or health code violations in respect to the Property that would affect the sale of the Property.

D. To Seller's actual knowledge and without any duty to further investigate or inquire, (i) no underground storage tanks or hazardous, toxic or other regulated substances, within the meaning of any applicable federal, state or local statute or regulation, are presently stored or otherwise located upon or within the Property, and no part of the Property is contaminated by any such substance, except for the existing above ground storage tanks (ii) the Property has never been used as a landfill, (iii) the Property is not in violation of any occupancy permits, fire regulations, building codes, or any other federal, state or local laws, rules, regulations or standards, and the Property is not impacted by a consent decree in connection with such matters; and (iv) there are no civil, criminal or administrative actions, suits (including suits brought by or on behalf of a citizen or citizens' group), demands, claims, hearings, investigations or proceedings pending, or to Seller's knowledge, threatened, against Seller or in respect to the Property; nor has Seller

received any notice of violation, demand or other notice from any governmental authority or agency, citizen or citizens' group relating to the use, generation, storage, treatment, disposal, release or threatened release of hazardous substances on or about the Property.

E. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transaction contemplated hereby.

F. All requisite action has been taken by Seller in connection with entering into this Agreement, the instruments referenced herein, and the consummation of the transaction contemplated hereby, and no consent of any partners, creditor, investor, judicial or administrative body, governmental authority or other party is required for Seller to consummate the transaction contemplated by this Agreement.

G. Neither the execution and delivery of this Agreement and the documents and instruments referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transaction contemplated herein, nor compliance with the terms of this Agreement and the documents and instruments referenced herein conflict with or result in the material breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, trust agreement, lease or other agreement or instrument to which Seller is a party or which affects the Property.

H. Seller has not received written notice and has no actual knowledge of any special assessments, fees, or levies existing, pending, or threatened against or involving the Property.

I. Seller has not received written notice and has no actual knowledge of any actions, suits, or proceedings existing, pending, or threatened against or involving the Property.

J. Seller has not received notice from any governmental authority alleging that the operation, use, ownership or condition of the Property violates any fire, zoning, health, building code or other ordinance, law or regulation or order of any government or any agency, body or subdivision thereof, nor does Seller have knowledge of any such notice which may be pending.

16. Purchaser's Warranties.

A. Purchaser has the authority to enter into this Agreement and observe and perform all of its duties and obligations hereunder.

B. There are no pending or threatened proceedings, actions, litigation, bankruptcy petitions, judgments, or claims of any nature whatsoever, against the Purchaser that would prohibit Purchaser from entering into this Agreement or from acquiring the Property.

17. Warranties True at Settlement. Purchaser's obligations to purchase hereunder shall be subject to the satisfaction of the following conditions:

i. All of Seller's representations and warranties shall be true and accurate as of the date of Settlement; and

ii. Seller shall have cured and/or corrected all matters in the Title Commitment reasonably found to be objectionable by Purchaser other than the Permitted Exceptions.

18. Sewage Notice. Purchaser is hereby advised that the municipal sewage system is available to the Property.

19. Coal Notice. NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any. Unless this notice if stricken, the deed for the Property will contain this notice of unrecorded instruments, if any.) Unless this notice is stricken, the deed for the Property will contain this notice and will also contain, and Purchaser will sign, the notice specified in the Bituminous Mine Subsidence and land Conservation Act of 1966.

20. Notices to Parties. Any notices or other communications between the parties shall be in writing and shall be deemed to have been properly given if delivered by hand or sent by United States registered or certified mail, postage prepaid, or overnight courier service addressed to the party for whom intended as follows:

(a) if to Purchaser:

Adam A. Benigni, AICP
Director of Planning and Community Development
Township of Upper St. Clair
1820 McLaughlin Run Road
Upper St. Clair, PA 15241

(b) if to Seller:

Nancy J. Leygraaf
8280 Stoney Brook Dr.
Chagrin Falls, OH 44023-4849

21. Assignment. Neither party shall assign its rights or obligations under this Agreement absent the written consent of the other party.

22. Interpretation. This Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the sale and purchase of the Property. This Agreement has been jointly drafted by the parties, each having the opportunity to consult with counsel of its/their choosing and, therefore, shall not be presumptively construed in favor of or against any party hereto. This Agreement may not be changed, modified or amended, in whole or in part, except in another writing, signed by all parties. Wherever used in this Agreement, the singular will include the plural, the plural the singular, and the use of any gender will be applicable to all genders. Paragraph headings and bolded clauses are inserted for convenience only and will not form part of the text of this Agreement. Except to the extent expressly provided to the contrary herein, all representation, warranties, promises and agreements of the parties hereto contained in this Agreement shall not merge in the delivery of the deed and shall survive Settlement.

23. Modified Time of Essence. If full performance of this Agreement is not completed by the date set forth in Paragraph 6 hereof, either party shall have the right after that date to declare time to be of the essence of this Agreement by giving written notice to the other party. Such notice shall contain a declaration that time is of the essence and shall fix the time and date of final settlement, which date may not be sooner than fifteen (15) days nor later than thirty (30) days following the effective date of giving such notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller and Purchaser have executed this Agreement on the day and year written below.

NANCY J. LEYGRAAF, TRUSTEE UNDER THE TESTAMENTARY REMAINDER TRUST UNDER THE WILL OF PAUL A. ORIENT

By:_____

Print Name: Nancy J. Leygraaf, Trustee

Date:_____

TOWNSHIP OF UPPER ST. CLAIR

By:_____

President, Board of Commissioners

Print Name: Daniel R. Paoly

Date:_____

TADMS:5634053-1 024932-193265

EXHIBIT "A"

Property Description

PARCEL ONE:

ALL that certain lot or piece of land situate in the Township of Upper St. Clair, County of Allegheny and Commonwealth of Pennsylvania, being Lot No. 1 in an unrecorded plan of lots laid out for James Herbert Orient and Sheila B. Orient, his wife, by the Gateway Engineers, Inc., according to a survey dated April, 1965, said lot being bounded and described as follows, to-wit:

BEGINNING at a point on the Westerly side of a public road known as McLaughlin Run Road at the line intersecting property now or late of Steve Collett and land herein described; thence by said McLaughlin Run Road, South 14 ° 23' East, Two hundred nine and 16/100 (209.16) feet to a point; thence continuing by said McLaughlin Run Road, by a curve to the left, having a radius of 330 feet an arc distance of 79.58 feet to a point; thence through property of the grantor herein of which the within described parcel is a part, South 59° 37' West, Five hundred sixty-six and 97/100 (566.97) feet to a point on other land of the granter herein conveyed to the grantee herein this date; thence by said land North 30° 23' West, Four hundred twenty-three and 35/100 (423.35) feet to a point on land now or late of H. Johnson; thence by said Johnson land North 75° 22' East, Two hundred forty-seven and 75/100 (247.75) feet to a point; thence by land now or late of Steve Collett aforesaid, North 70° 30' East, Four hundred six and 02/100 (406.02) feet to a point on the Westerly side of McLaughlin Run Road at the place of beginning.

THE ABOVE DESCRIPTION being in conformity with a plan of survey prepared by the Gateway Engineers, Inc., and dated April, 1965.

BEING also known and designated as Block 395-E, Lot No. 70 by the Deed Registry Bureau of Allegheny County, Pennsylvania.

SUBJECT to an easement for sanitary sewers 15 feet wide which traverses the central portion of said property in a generally north-south direction.

PARCEL TWO:

ALL the right, title, interest, claim and demand which Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the Township of Upper St. Clair, County of Allegheny, and Commonwealth of Pennsylvania, being more particularly bounded and described as follows, to-wit:

BEGINNING at a point in or near the center line of a public road known as McLaughlin Run Road on line dividing the property herein described from property now or formerly of Paul A. Orient; thence by said dividing line South 70 ° 30' West 429 feet to a point; thence by line of property now or formerly of H. Johnson the two following courses and distances viz: North 18 ° 301 East 183.8 feet to a point and thence North 6° 30' West 109.5 feet to a point on line of land now or formerly of A. Minella; thence by said Minella property North 84 ° 12' East 307 feet to a point in or near the center line of said McLaughlin Run Road and thence in said road South 17° 30' East 180 feet to the point at the place of beginning.

HAVING erected thereon a frame dwelling.

THE ABOVE description being in conformity with a Plan of Survey prepared by Paul C. Swiech, Registered Engineer and dated June 15, 1972.

BEING also known and designated as Block 395-A, Lot No. 80 by the Deed Registry Bureau of Allegheny County, Pennsylvania.

EXCEPTING and RESERVING the coal and mining rights incident thereto as have heretofore been excepted or conveyed by deeds of record.

BEING the same two parcels which Christina A. Orient by her deed dated December 20, 1995, and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 9609, pages 1 through 4, granted and conveyed unto Paul A. Orient, who died on May 4, 1996. AND BEING the same two parcels which Christina A. Orient, Executrix of the Estate of Paul A. Orient, by deed dated October 31, 1997 and recorded in the Recorder's Office of Allegheny County in Deed Book Volume 10067, Page 575 granted and conveyed unto Nancy J. Leygraaf, the Grantor herein.

TOWNSHIP OF UPPER ST. CLAIR

RESOLUTION NO. XXXX

A RESOLUTION OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY, COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA AUTHORIZING THE PURCHASE BY THE TOWNSHIP OF REAL ESTATE PRESENTLY OWNED BY NANCY J. LEYGRAAF, TRUSTEE UNDER THE TESTAMENTARY REMAINDER TRUST UNDER THE WILL OF PAUL A. ORIENT, LOCATED AT 1610 MCLAUGHLIN RUN ROAD, FOR A PURCHASE PRICE OF $245,000.

WHEREAS, the Township desires to acquire fee simple title to two (2) certain parcels of real property, identified as follows: (1) vacant land on McLaughlin Run Road, Upper St. Clair, PA 15241, designated by the Allegheny County Office of Real Estate as Block & Lot 395-E-70; and (2) 1610 McLaughlin Run Road, Upper St. Clair, PA 15241, designated by the Allegheny County Office of Real Estate as Block & Lot 395-A-80 (hereinafter, combined and referred to as the "Property"); and

WHEREAS, said Property is owned by Nancy J. Leygraaf, Trustee under the Testamentary Remainder Trust under the Will of Paul A. Orient and;

WHEREAS, the purchase price for the Property is $245,000 plus any closing costs and finance charges; and

WHEREAS, the Township's Board of Commissioners have determined that the purchase of the Property is in the best interests of the Township.

NOW, THEREFORE, BE IT RESOLVED, and it is hereby resolved by the Board of Commissioners of the Township of Upper St. Clair, as follows:

SECTION 1. THAT the proper Township Officials be authorized to execute the documents necessary to complete the purchase of the Property from Nancy J. Leygraaf, Trustee under the Testamentary Remainder Trust under the Will of Paul A. Orient.

SECTION 2. ALL Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby rescinded to the extent of such conflict.

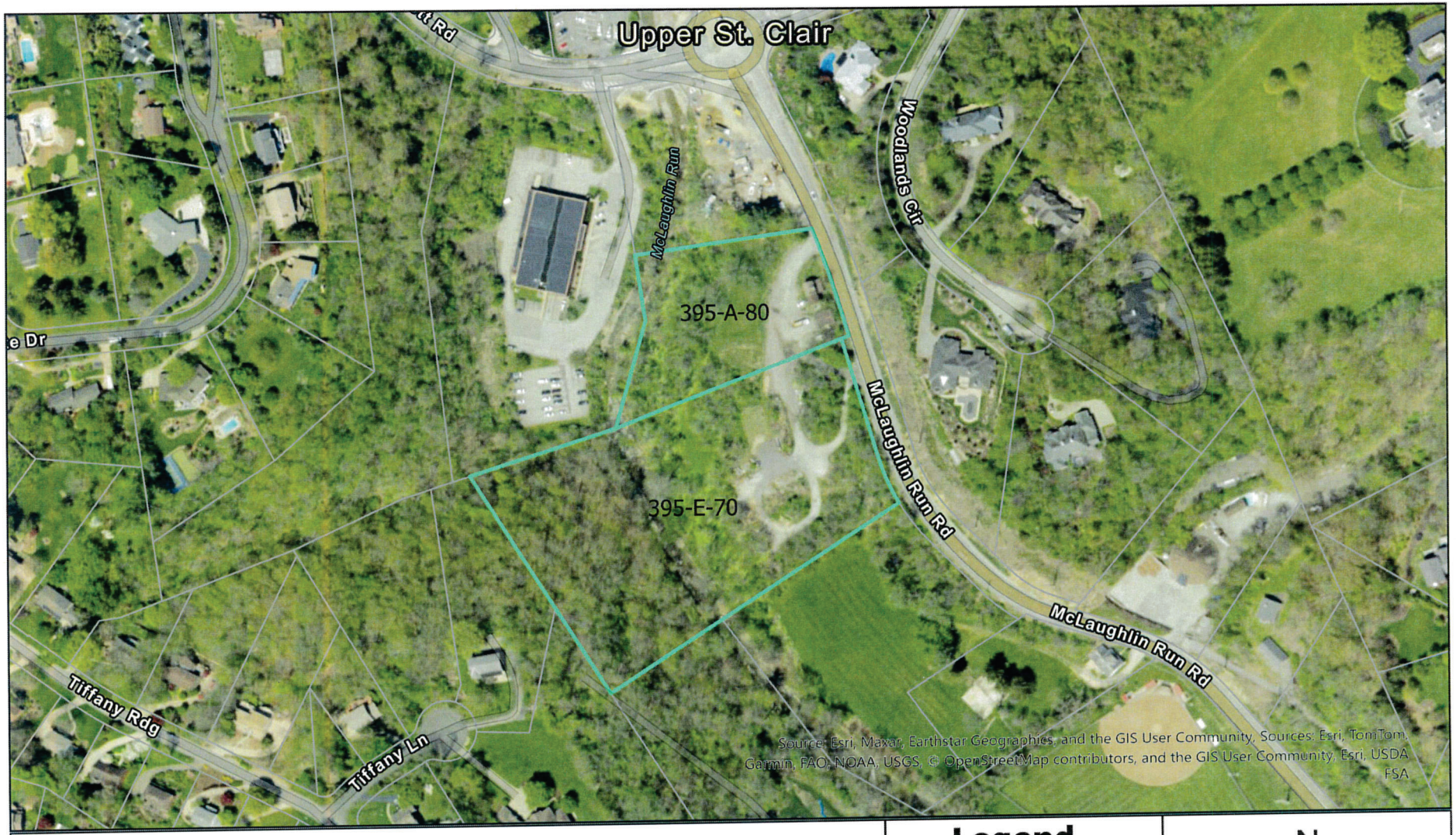
ADOPTED THIS 3RD DAY OF MARCH, 2025.

TOWNSHIP OF UPPER ST. CLAIR

ATTEST:

By:_____
President, Board of Commissioners

_____
Township Manager/Secretary



1610 McLaughlin Run Road
Parcel IDs 395-A-80 & 395-E-70

Legend

- Leygraaf/Orient Property
- Tax Parcels

N

0 0.25 0.5 Mi

MEMORANDUM

To: **Matthew R. Serakowski, Township Manager**

From: **Adam A. Benigni, Director of Planning and Community Development**

Date: **February 21, 2025**

Subject: **DISCUSSION RE. APPROVAL FOR A GRANT APPLICATION THROUGH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT FOR THE ACQUISITION OF PROPERTY LOCATED AT 1610 MCLAUGHLIN RUN ROAD**

The Township desires to apply for a grant through the Greenways, Trails and Recreation Program of the Commonwealth Financing Authority in the amount of $210,000 to be used to acquire two (2) parcels of property totaling 6.47 acres located at 1610 McLaughlin Run Road.

Staff will prepare a Resolution for the March 3, 2025 Regular Board Meeting to authorize Mark S. Mansfield, Assistant Township Manager, to file all applications, documents, and forms between the Township of Upper St. Clair and the DCED.

I:\GRANTS\Grant - 2025 GTRP - Orient Acquistion\Discussion Re Orient GTRP Grant 022125.doc

MEMORANDUM

To: Board of Commissioners

From: Matthew R. Serakowski, Township Manager

Date: February 21, 2025

Subject: **DISCUSSION RE. AMENDMENT TO THE GENERAL EMPLOYEES' PENSION PLAN DOCUMENT**

Staff has prepared an administrative update to the Plan Document for the General Employees' Pension Plan so that it aligns with the Teamsters 205 contract (Public Works). The update will incorporate the terms agreed to between the Township and the Teamsters during the recently completed labor contract negotiation, specifically the inclusion of new multiplier levels for 2025 and 2026.

This is a routine update that merely synchronizes the language in the two documents (the Teamsters 205 contract and the Plan Document). It does not impact any operational aspect of the pension plan. A draft Bill is attached showing the update in Section 4.02.

Staff will recommend the Board of Commissioners adopt the Bill amending the General Employee Pension Plan Document at its Regular Meeting on Monday, March 3, 2025.

BILL NUMBER TBD

DATE ADOPTED _____

ORDINANCE NO. _____

TOWNSHIP OF UPPER ST. CLAIR

AN ORDINANCE OF THE TOWNSHIP OF UPPER ST. CLAIR, A HOME RULE MUNICIPALITY OF THE COUNTY OF ALLEGHENY, COMMONWEALTH OF PENNSYLVANIA, RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF TOWNSHIP EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE GENERAL EMPLOYEES OF SAID TOWNSHIP AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Upper St. Clair ("Township") and it is HEREBY ORDAINED AND ENACTED by authority of the same:

The Township of Upper St. Clair General Employee Retirement Plan ("Plan"), which has been amended and restated by ordinances and resolutions of the Township Board of Commissioners thereafter, shall be, and hereby is, amended and supplemented in the following respects.

Any ordinances or resolutions or parts of ordinances or resolutions conflicting with the provisions of this ordinance shall be, and hereby are, repealed so far as the same affect this ordinance; however, such repeal shall not affect any act done or any right or liability accrued under such ordinance or resolution herein repealed or superseded, and all such rights or liabilities shall continue and may be enforced in the same manner as if such repeal or supersession had not been made, but only to the extent otherwise permitted under the laws of the Commonwealth of Pennsylvania.

Effective January 1, 2025, the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

TOWNSHIP OF UPPER ST. CLAIR

GENERAL EMPLOYEE RETIREMENT PLAN

Amended and Restated
Effective as of: January 1, ~~2022~~2025

TABLE OF CONTENTS

		Page
	Preamble	1
ARTICLE I	Definitions	2
ARTICLE II	Participation in the Plan	5
ARTICLE III	Contributions	6
ARTICLE IV	Retirement Benefits	7
ARTICLE V	Payment of Benefits	11
ARTICLE VI	Disability Retirement	15
ARTICLE VII	Death Benefits	16
ARTICLE VIII	Termination of Employment	16
ARTICLE IX	Administration	17
ARTICLE X	The Pension Fund	20
ARTICLE XI	Amendment and Termination	23
ARTICLE XII	Minimum Funding Requirements	24
ARTICLE XIII	Miscellaneous Provisions	25
	SIGNATURE PAGE	26

PREAMBLE

WHEREAS, on October 5, 1959, the Board of Commissioners of the Township of Upper St. Clair, Allegheny County, Pennsylvania, enacted Ordinance No. 132 establishing the Township of Upper St. Clair Employee Pension Ordinance (the "Plan"); and

WHEREAS, the Board of Commissioners of the Township of Upper St. Clair enacted various Ordinances amending and restating the Plan including but not necessarily limited to the following:

Ordinance No. 310 of April 4, 1966
Ordinance No. 381 of January 20, 1968
Ordinance No. 499 of December 16, 1972
Ordinance No. 567 of December 21, 1974
Ordinance No. 800 of November 6, 1978
Ordinance No. 1301 of December 7, 1987
Ordinance No. 1307 of February 1, 1988
Ordinance No. 1531 of March 2, 1992
Ordinance No. 1572 of February 1, 1993
Ordinance No. 1734 of December 2, 1996
Ordinance No. 1836 of December 4, 2000
Ordinance No. 1889 of June 2, 2003
Ordinance No. 2029 of December 7, 2009
Ordinance No. 2116 of June 2, 2014
Ordinance No. 2132 of April 6, 2015
Ordinance No. 2217 of March 2, 2020
Ordinance No. 2233 of February 7, 2022; and

WHEREAS, the Township of Upper St. Clair is a home rule municipality; and

WHEREAS, the Board of Commissioners of the Township of Upper St. Clair retains the right to amend the Plan; and

WHEREAS, the Board of Commissioners now desires to restate the Plan for purposes of Ordinance consolidation and to make certain additional changes to the provisions of the Plan; and

WHEREAS, the Board of Commissioners intends that the Plan shall meet the requirements for government plans pursuant to the Internal Revenue Code of 1986, as amended, and the applicable laws of the Commonwealth of Pennsylvania;

NOW THEREFORE, the Plan, previously amended and restated in its entirety, known as “Township of Upper St. Clair General Employee Retirement Plan” is hereby amended and restated in its entirety, effective January 1, ~~2022~~2025, as follows:

ARTICLE I

DEFINITIONS

The following words and phrases as used in this Plan shall have the meaning set forth in this Article, unless a different meaning is otherwise clearly required by the context:

1.01 "Accrued Benefit" shall mean, as of any given computation date, the monthly benefit determined in accordance with section 4.02 based upon the Participant's Years of Service as of such computation date, to which the Participant would be entitled as of the Normal Retirement Date if the Participant fulfills all requirements under the Plan to be eligible to receive such benefit.

In no event, however, shall the Accrued Benefit exceed the maximum limitation, determined as of the date of computation, provided under section 4.12. All Accrued Benefits are subject to all applicable limitations, reductions, offsets and actuarial adjustments provided by the Plan prior to the actual payment thereof.

1.02 "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act which was enacted as Act 205 of 1984, as amended, 53 P.S. Sec. 895.101 et seq.

1.03 "Accumulated Contributions" shall mean the total amount contributed by any Participant to this Fund or its predecessor by way of payroll deduction or otherwise, plus interest credited at three percent (3%) per annum. Interest shall be credited in the form of a simple interest rate from the date on which the contributions were paid to the first day of the month preceding the date that a distribution of Accumulated Contributions under sections 7.02 or 8.02 shall be paid or payment of benefits shall commence.

1.04 "Actuarial Equivalent" shall mean two forms of payment of equal actuarial present value on a specified date. The actuarial present value shall be determined by use of the UP-1984 Mortality Table and six percent (6%) interest.

1.05 "Actuary" shall mean the person, partnership, association or corporation which at any given time is serving as Actuary; provided that such Actuary must be an "Approved Actuary" as defined in the Act.

1.06 "Basic Compensation" shall mean a Participant’s base hourly wages paid by the Employer for services rendered.

1.07 "Beneficiary" shall mean the person or entity designated by the Participant to receive any applicable benefits payable upon the occurrence of the death of the Participant. In the event that a Participant does not designate a Beneficiary or the Beneficiary does not survive the Participant, the Beneficiary shall be the surviving spouse, or if there is no surviving spouse, the issue, per stirpes, or if there is no surviving issue, the estate; but if no personal representative has been appointed, to those persons who would be entitled to the estate under the intestacy laws of the Commonwealth of Pennsylvania if the Participant had died intestate and a resident of Pennsylvania.

1.08 "Board" shall mean the Board of Commissioners of the Township of Upper St. Clair.

1.09 "Chief Administrative Officer" shall mean the person designated by the Township who has the primary responsibility for the execution of the administrative affairs for the Plan.

1.10 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.11 "Deferred Vested Participant" shall mean any Participant who has completed at least ten (10) Years of Service, who has separated from Employment for reasons other than retirement, death or disability, and who is otherwise eligible to receive a vested retirement benefit pursuant to section 8.03 to commence at a later date.

1.12 "Defined Contribution Plan" shall mean the retirement plan sponsored by the Employer for the benefit of management (professional) employees, non-Teamster Employees hired on or after January 1, 1999, Teamster employees hired after December 31, 2017, and former Participants in this Plan who made an irrevocable election to transfer plan participation or were transferred by the Township as referenced under section 2.05 hereof.

1.13 "Disability Date" shall mean the date when a Participant is determined by the Plan Administrator to be incapacitated due to Total and Permanent Disability, or the date when the Participant's Employment terminates due to such Total and Permanent Disability, if later.

1.14 "Early Retirement Age" shall mean the date on which the Participant has completed ten (10) Years of Service with the Employer and has attained age fifty-seven (57).

1.15 "Early Retirement Date" shall mean the first day of the month coincident with or next following the date on which a Participant who has attained Early Retirement Age ceases Employment and chooses to commence receipt of retirement benefits prior to the Normal Retirement Date.

1.16 "Employee" shall mean any individual employed by the Employer on a regular, full-time basis; who is not a police officer; who is not eligible to participate under the provisions of any other pension plan sponsored by the Employer; and who has not made an irrevocable election to transfer participation from this Plan to another plan sponsored by the Employer.

1.17 "Employer" shall mean the Township of Upper St. Clair, Allegheny County, Pennsylvania.

1.18 "Employment" shall mean the period of time for which an Employee is directly or indirectly compensated or entitled to compensation by the Employer for the performance of duties as an Employee. Employment shall not include, for purposes of determining Years of Service, any period of leave of absence such as for disability, military service, except as provided below and required by law:

Employment shall also mean any period of qualified military service as determined under the requirements of Chapter 43 of Title 38, United States Code, provided that the Participant returns to Employment following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Employee Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Employee Contributions shall be based upon an

estimate of the Basic Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Basic Compensation paid to the participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Employee Contributions so calculated must be paid into the Plan before the end of the period that begins on the date of re-employment and ends on the earlier of the date that ends the period that has a duration of three (3) times the period of qualified military service, or the date that is five (5) years after the date of re-employment.

1.19 "Insurer" or "Insurance Company" shall mean a legal reserve life insurance company authorized to do business in the Commonwealth of Pennsylvania.

1.20 "Late Retirement Date" shall mean the first day of the month coincident with or next following the date on which a Participant shall retire from Employment which occurs after the Normal Retirement Date.

1.21 "Minimum Municipal Obligation" shall mean the minimum obligation of the municipality as determined by the Actuary pursuant to the provisions of the Act.

1.22 "Non-Teamsters Employee" shall mean an Employee whose terms and conditions of Employment are not governed by the terms of a collective bargaining agreement entered into by and between the Employer and the International Brotherhood of Teamsters Local Union 205.

1.23 "Normal Retirement Age" shall mean the date on which the Participant has completed ten (10) Years of Service with the Employer and has attained age sixty (60).

1.24 "Normal Retirement Date" shall mean the first day of the month coincident with or next following the attainment of Normal Retirement Age.

1.25 "Participant" shall mean an Employee who has met the eligibility requirements to participate in the Plan as provided in section 2.01 and who has not for any reason ceased to be a Participant hereunder.

1.26 "Pension Fund" or "Fund" shall mean the Pension Fund administered under the terms of this Plan and which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.

1.27 "Plan" shall mean the Plan set forth herein, as amended from time to time and designated as the Township of Upper St. Clair General Employee Retirement Plan.

1.28 "Plan Administrator" shall mean the individual appointed by the Board for the purpose of supervising and administering the provisions of the Plan. In the event that no such appointment is made, the Plan Administrator shall be the Board.

1.29 "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.

1.30 "Policy" or "Contract" shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of applicable law.

1.31 "Promotion" shall mean when the Township has advanced someone from within one of the bargaining units covered under this plan to a management position.

1.32 "Restatement Date" shall mean January 1, 2022, the date upon which this amendment and restatement of the Plan becomes effective.

1.33 "Teamsters Employee" shall mean an Employee whose terms and conditions of Employment are governed by the terms of a collective bargaining agreement entered into by and between the Employer and the International Brotherhood of Teamsters Local Union 205.

1.34 "Total and Permanent Disability" shall mean a condition of physical or mental impairment due to which a Participant is unable to perform the usual and customary duties of Employment and which is reasonably expected to continue to be permanent for the remainder of the Participant's lifetime. For purposes of this section 1.34 and Article VI, a condition shall not be treated as a Total and Permanent Disability if such condition is a result of alcoholism, addiction to narcotics, willfully self-inflicted injuries, or the perpetration of any criminal activity.

1.35 "Transfer Value" shall mean the single sum value determined as of the date of transfer into the Defined Contribution Plan that is the Actuarial Equivalent of the amount of the Participant's Accrued Benefit.

1.36 "Year of Service" shall mean each completed period of twelve (12) months of Employment. Years of Service shall be calculated using full and partial years based upon completed months of Employment.

ARTICLE II

PARTICIPATION IN THE PLAN

2.01 Eligibility Requirements - Teamsters Employees shall participate herein as of the first day of Employment. Each Non-Teamsters Employee who was a Participant in the Plan prior to January 1, 1999 and did not subsequently elect to transfer to the Defined Contribution Plan shall continue to be a Participant on and after January 1, 1999 subject to the terms and conditions of the Plan as set forth herein. Effective January 1, 1999, there shall be no new Non-Teamsters Employees in this Plan. Effective December 31, 2017, there shall be no new Teamsters Employees in this Plan.

2.02 Notification of Plan Administrator - The Board shall furnish the Plan Administrator with written notification of the appointment of any new full-time permanent Employee who is eligible for participation hereunder within sixty (60) days of the date of such appointment.

2.03 Designation of Beneficiary - Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice which designates the Beneficiary or Beneficiaries to the Plan Administrator at the time participation commences. The Participant's election of any such Beneficiary or Beneficiaries may be rescinded or changed, without the consent of the Beneficiary or Beneficiaries, at any time provided the Participant provides the Plan Administrator with written notice of the changed designation and such election is not contrary to applicable law.

2.04 Change in Status - A Participant who shall remain in the service of the Employer but ceases to be eligible to participate hereunder shall not accrue any additional benefits under this Plan. A Participant who receives a Promotion shall have the Transfer Value deposited into the Defined Contribution Plan and thereafter shall no longer be a Participant hereunder.

2.05 Plan Transfer Election - A Non-Teamsters Employee can elect to transfer participation from this Plan into the Defined Contribution Plan provided that such election is made in writing on a form acceptable to the Plan Administrator. The Transfer Value shall be obtained by the Plan Administrator at which time the Participant can make an irrevocable election to transfer the Transfer Value of their benefit under this Plan to the Defined Contribution Plan. After such transfer is complete the individual shall no longer be eligible to participate in this Plan and shall have no additional rights or benefits hereunder. The Township may also elect to move Non-Teamsters Employee Participants from this Plan (defined benefit) by depositing the Transfer Value into the Defined Contribution Plan. Fully vested clerical and secretarial Employees who are retirement eligible as of June 2, 2003 shall retain the right to remain in this Plan under the terms extended to clerical and secretarial Non-Teamsters Employees.

ARTICLE III

CONTRIBUTIONS

3.01 Employee Contributions - Effective January 1, 2015, each Participant shall as a requirement of participation pay regular contributions to the Pension Fund in an amount equal to one percent (1.0%) of the Participant's Basic Compensation. Each Participant shall complete the necessary forms to authorize the payment of Participant contributions by way of payroll deduction. The Employer has elected to reclassify Employee Contributions as Employer Contributions pursuant to Internal Revenue Code section 414(h)(2), which reclassification shall result in a reduction of the Participant's taxable gross income for federal income tax purposes equal to the amount of such reclassified contributions.

Effective January 1, 2016, the rate of Employee Contributions shall be equal to two percent (2.0%) of the Participant's Basic Compensation. Effective January 1, 2017, the rate of Employee Contributions shall be equal to two and one-half percent (2.5%) of the Participant's Basic Compensation.

3.02 Employer Contributions - The Actuary, in accordance with the Act, shall determine the Minimum Municipal Obligation of the Employer. The Employer shall pay into the Pension Fund, by annual appropriations or otherwise, the contributions necessary to satisfy the

Minimum Municipal Obligation. Notwithstanding the foregoing, nothing contained herein shall preclude the Employer from contributing an amount in excess of the Minimum Municipal Obligation.

3.03 Payments of State Aid - Payments of general municipal pension system state aid, or any other amount of state aid received in accordance with the Act from the Commonwealth of Pennsylvania, which are received by the Employer and deposited into the Pension Fund governed by this Plan shall be used to reduce the unfunded liability, or after such liability has been funded, to apply against the annual obligation of the Employer for future service costs.

3.04 Gifts, Grants, Etc. - The Board is authorized to take by gift, grant, devise or otherwise any money or property, real or personal, for the benefit of the Plan and cause the same to be held as a part of the Pension Fund. The care, management, investment and disposal of such amounts shall be vested in the Board or its delegate, the Plan Administrator, subject to the direction of the donor and not inconsistent with applicable laws and the terms of the Plan.

3.05 Employer Reversion - At no time shall it be possible for the Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and their Beneficiaries, including payment of any reasonable Plan expenses. Notwithstanding the foregoing, any contributions made by the Employer may be returned to the Employer if the contribution was made due to a mistake and the contribution is returned within one (1) year of the date on which the discovery of the mistaken payment of the contribution was made or reasonably should have been made or the Plan is terminated, as provided in Article XI.

ARTICLE IV

RETIREMENT BENEFITS

4.01 Normal Retirement - Each Participant shall be entitled to a Normal Retirement Benefit after retirement on or after attainment of Normal Retirement Age.

4.02 Normal Retirement Benefit - Each Participant who shall become entitled to a benefit pursuant to section 4.01 shall receive a benefit commencing on the Normal Retirement Date paid in the Normal Form. The monthly amount of the Normal Retirement Benefit paid in the Normal Form shall be equal to the Unit Benefit from the following table multiplied by the Participant's applicable Years of Service not to exceed a total of forty (40) Years of Service and which shall be the Participant's final forty (40) Years of Service.

Applicable Years of Service Earned By Participant	Unit Benefit
Prior to January 1, 2009	$60.00
January 1, 2009 through December 31, 2010	$65.00
January 1, 2011 through December 31, 2011	$67.50
January 1, 2012 through December 31, 2014	$70.00
January 1, 2015 through December 31, 2015	$72.50
January 1, 2016 through December 31, 2017	$74.00
January 1, 2018 through December 31, 2018	$74.25
January 1, 2019 through December 31, 2019	$74.75

January 1, 2020 through December 31, 2020	$75.25
January 1, 2021 through December 31, 2021	$75.50
January 1, 2022 through December 31, 2022	$76.00
January 1, 2023 through December 31, 2024~~and thereafter~~	$76.50
January 1, 2025 through December 31, 2025	$77.25
January 1, 2026 and thereafter	$77.75

4.03 Late Retirement - A Participant may continue to work beyond the Normal Retirement Date subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 4.01 continues to work beyond the Normal Retirement Date, there shall be no retirement benefits paid until Employment ceases and retirement begins. The retirement benefit of a Participant who retires after Normal Retirement Date shall be calculated in accordance with section 4.02 on the basis of Years of Service as of such Participant's actual date of retirement and shall commence on the Late Retirement Date. The Late Retirement Benefit shall be a monthly amount which is at least equal to the monthly amount of benefit the Participant would have received if retirement had occurred on the Normal Retirement Date based upon the Participant's Years of Service as of such Normal Retirement Date.

4.04 Early Retirement - Each Participant shall be entitled to an Early Retirement Benefit after retirement on or after attainment of Early Retirement Age.

4.05 Early Retirement Benefit - Each Participant who shall become entitled to a benefit pursuant to section 4.04 may retire from Employment and receive either a benefit in an amount equal to the Participant's Accrued Benefit as of the date of retirement to commence as of the Participant's Normal Retirement Date, or a benefit in an amount equal to the Participant's Accrued Benefit as of the date of retirement and actuarially reduced for early commencement to commence as of the Participant's Early Retirement Date. Such actuarial reduction shall be equal to one-half of one percent (0.5%) for each month by which the Early Retirement Date precedes the Normal Retirement Date.

4.06 Application for Benefit - A Participant must complete and execute an application for benefit on a form and in the manner prescribed by the Plan Administrator and deliver the said application to the Plan Administrator at least thirty (30) days prior to the date on which benefit payments are to commence. Notwithstanding anything contained herein to the contrary, no retirement benefit payments or any other benefit payments shall be due or payable on or before the first day of the month coincident with or next following the date that is thirty (30) days after the date the Plan Administrator receives the application for benefit.

4.07 Nonduplication of Benefit - A Participant who shall be receiving a monthly retirement benefit under this Plan and who shall resume Employment as an Employee, shall have benefit payments suspended until the first day of the month coincident with or next following the date such Employment shall cease. Upon resumption of benefit payments, such Participant shall receive the amount of the suspended benefit plus an additional amount equal to the Unit Benefit from the table in section 4.02 multiplied by the Participant's applicable Years of Service during the period of reemployment. The total Years of Service for such a Participant shall not exceed forty (40) and to the extent such total would exceed forty (40), only the last Years of Service during the period of reemployment which when added to the previously accumulated Years of Service shall total forty (40), shall be recognized for determining the amount of such additional benefit.

4.08 Small Amounts - If the Plan Administrator determines that the value of a Participant's Accrued Benefit is so small as to make monthly pension payments administratively impractical, the Plan Administrator may cause such payments to be made at such other periodic intervals as are administratively practical, but no less frequently than annually, or may make a single lump sum payment equal to the Actuarial Equivalent value of such Accrued Benefit to the extent permitted under applicable law.

4.09 Cessation of Benefit Payments - Any pension benefit payable hereunder shall be payable through and including the later of the month in which such Participant's death occurs or the month in which any period certain payments due on or after the Participant's death have been paid. Any survivor annuity payable on or after the Participant's death in accordance with the form of pension benefit elected shall be paid through the month in which such surviving annuitant's death occurs.

4.10 Limitation of Liability - Nothing herein contained shall be deemed to obligate Upper St. Clair, the Board, the Plan Administrator or any fiduciary to provide any pension or other benefit to any Participant, joint annuitant or Beneficiary which cannot be provided from the assets available in the Pension Fund, whether such benefits are in pay status or otherwise payable under the terms of the Plan. The Board retains the right to amend or terminate this Plan at any time, with or without cause and whether or not such action directly or indirectly results in the suspension, reduction or termination of any benefit payable under the Plan or in pay status, and without liability to any person for any such action.

4.11 Special Provision for Restated Plans - The benefit amount of any Participant who may have retired prior to the Restatement Date shall not be in any way altered by the provisions of this Plan, except where otherwise expressly indicated herein, and shall continue to be determined on the basis of the terms of the Plan in effect on the day preceding the Restatement Date.

4.12 Maximum Benefit Limitations - Notwithstanding any provision of this Plan to the contrary, no benefit provided under this Plan attributable to contributions of the Employer shall exceed, as an annual amount, the amount specified in Code section 415(b)(1)(A) as adjusted pursuant to Code section 415(d), assuming the form of benefit shall be a straight life annuity (with no ancillary benefits). The limitations described in this section 4.12 shall be governed by the following conditions and definitions:

(a) benefits paid or payable in a form other than a straight life annuity (with no ancillary benefits) or where the Employee contributes to the Plan or makes rollover contributions shall be adjusted on an actuarially equivalent basis to determine the limitation contained herein;

(b) in the case of a benefit which commences prior to the attainment of age sixty-two (62) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis to the amount determined pursuant to this section commencing at age sixty-two (62); however, in the case of a qualified Participant (a Participant with respect to whom a period of at least fifteen (15) years of service, including applicable military service, as a full-time employee of a police or fire department is taken into account in determining the amount of benefit), the limitation contained herein shall not apply;

(c) in the case of a benefit which commences after attainment of age sixty-five (65) by the Participant, the limitation herein shall be adjusted on an actuarially equivalent basis in accordance with applicable regulations to the amount determined herein commencing at age sixty-five (65);

(d) benefits paid to a Participant which total less than ten thousand dollars ($10,000.00) from all defined benefit plans maintained by the Employer expressed as an annual benefit shall be deemed not to exceed the limitation of this section provided that the Employer has not at any time maintained a defined contribution plan in which the Participant has participated; however, in the case of a Participant who is not receiving a Disability Retirement Benefit pursuant to section 6.02, with fewer than ten (10) years of participation, the limitation expressed in this subsection (d) shall be reduced by one-tenth (1/10) for each year of participation less than ten (10) but in no event shall this limitation be less than one thousand dollars ($1,000.00);

(e) the limitations expressed herein shall be based upon Plan years for calculation purposes, shall be applied to all defined benefit plans maintained by the Employer as one (1) defined benefit plan and to all defined contribution plans maintained by the Employer as one (1) defined contribution plan, and shall be applied and interpreted consistent with Code section 415 and regulations thereunder as applicable to government plans in general and this Plan in particular; and

(f) in the case of a Survivor Benefit under section 7.02 or a Disability Retirement Benefit under section 6.02, the adjustment under subsection (b) hereof shall not apply and the applicable limitation shall be the limitation contained herein without regard to the age of the benefit recipient.

(g) for mandatory employee contributions, the rules set forth in Treasury Regulation 1.415(b)-1(b)(2)(iii) shall apply; and

(h) effective for distributions with annuity starting dates beginning on or after December 31, 2008, notwithstanding any other Plan provisions to the contrary, the applicable mortality table used solely for purposes of adjusting any benefit or limitation under 415(b)(2)(B), (C), or (D) of the Internal Revenue Code as set forth in the applicable Maximum Benefit Limitations section of the Plan is the applicable mortality table under Code Section 417(e)(3)(B).

Notwithstanding anything contained in this section to the contrary, the limitations, adjustments, and other requirements prescribed in this section shall at all times comply with the provisions of Code section 415 and the Regulations thereunder (as such apply to governmental plans), the terms of which are specifically incorporated herein by reference.

4.13 Assignment - The pension benefit payments prescribed herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant or designated Beneficiary and shall not be subject to assignment or transfer unless the subject of a domestic relations order mandated by a court of competent jurisdiction, that clearly provides for proper distribution of a portion of the pension benefit payments to an

alternate payee (former spouse of the Participant) and does not require any benefit to be paid in excess of the available earned and accrued under the Plan.

ARTICLE V

PAYMENT OF BENEFITS

5.01 Normal Form - The Normal Form for payment of retirement benefits for unmarried Participants shall be a monthly annuity for the life of the Participant. In the case of a married Participant the Normal Form for payment of retirement benefits shall be a 50% Contingent Annuity wherein the spouse is the contingent annuitant and the form of payment is the Actuarial Equivalent of the Normal Form for unmarried Participants.

Notwithstanding the foregoing, if the spouse of a married Participant who is receiving their benefit in the form of a Contingent Annuity shall die before the Participant and after the commencement benefit payments, the form of benefit payment shall revert to a life annuity in the amount which would have been payable if the Participant was not married. The adjusted monthly benefit shall commence with the payment for the month following the date of death of the spouse.

5.02 Optional Forms - In lieu of receiving retirement benefits in the Normal Form, a Participant may elect one of the following optional forms of benefit payment which shall be Actuarial Equivalent to the Normal Form. Such an election must be made in writing on a form prescribed by the Plan Administrator at least thirty (30) days prior to the Participant's Retirement Date. A married Teamsters Employee Participant shall only be eligible to elect an optional form of benefit payment under 5.02(a) or (c) below if such Participant's spouse consents in writing on a form and in a manner acceptable to the Plan Administrator.

(a) Life Annuity with 120 Payments Guaranteed - the benefit paid under this option shall be paid monthly in a reduced amount to the Participant until the death of the Participant shall occur. If the Participant dies before receiving at least 120 monthly payments, then the monthly payments shall continue to the Beneficiary until a total of 120 monthly payments have been made to the Participant and Beneficiary combined. If the Participant dies after 120 monthly payments have been received, there shall be no additional payments due under the Plan.

(b) Contingent Annuity - the benefit paid under this option shall be paid monthly in a reduced amount to the Participant until the Participant dies and thereafter shall be paid monthly in an amount equal to 50%, 66 2/3%, 75% or 100% of the monthly amount paid to the Participant, whichever the participant shall have elected, to the Contingent Annuitant until the death of the Contingent Annuitant shall occur. If the Contingent Annuitant dies before the Participant and after retirement benefit payments shall have commenced, there shall be no additional payments made after the death of the Participant under this Plan. If the Contingent Annuitant dies prior to the commencement of the payment of retirement benefits, then the Participant shall be deemed to have elected distribution in the Normal Form and the election of this Contingent Annuity shall be null and void.

(c) Life Annuity - the benefit paid under this option shall be paid monthly to the Participant until the death of the Participant shall occur. Thereafter no other benefit shall be payable under this section as a result of the Participant's death.

5.03 Commencement of Benefits - A Participant may elect to commence receiving distribution of retirement benefits as of the Early, Normal or Late Retirement Date, whichever is applicable or may defer such payments to a date not later than the required date for commencement of benefits determined under section 5.04.

5.04 Required Distributions

(a) Notwithstanding any other provision of this Plan, as required by and made in accordance with Code section 401(a)(9), the entire benefit of any Participant who becomes entitled to benefits prior to death shall be made as follows:

(1) if distributed in a single payment, not later than the Participant's Required Beginning Date, or

(2) over a period beginning not later than the Required Beginning Date and extending over the life of such Participant or over the lives of such Participant and a designated Beneficiary (or over a period not extending beyond the life expectancy of such Participant, or the joint life expectancies of such Participant and a designated Beneficiary).

If a Participant who is entitled to benefits under this Plan dies prior to the date when the entire interest has been distributed after distribution of benefits has begun in accordance with paragraph (2) above, the remaining portion of such benefit shall be distributed at least as rapidly as under the method of distribution being used under paragraph (2) as of the date of death.

(b) If a Participant who is entitled to benefits under this Plan dies before distribution of the benefit has begun, the entire interest of such Employee shall be distributed within five (5) years of the death of such Employee, unless the following sentence is applicable. If any portion of the Employee's interest is payable to (or for the benefit of) a designated Beneficiary, such portion shall be distributed over the life of such designated Beneficiary (or over a period not extending beyond the life expectancy of such Beneficiary), and such distributions begin not later than one (1) year after the date of the Employee's death or such later date as provided by regulations issued by the Secretary of the Treasury, then for purposes of the five-year rule set forth in the preceding sentence, the benefit payable to the Beneficiary shall be treated as distributed on the date on which such distributions begin. Provided, however, that notwithstanding the preceding sentence, if the designated Beneficiary is the surviving spouse of the Participant, then the date on which distributions are required to begin shall not be earlier than the date upon which the Employee would have attained age seventy-two (72) and, further provided, if the surviving spouse dies before the distributions to such spouse begin, this subparagraph shall be applied as if the surviving spouse were the Employee.

(c) For purposes of this section, the following definitions and procedures shall apply:

(1) "Required Beginning Date" shall mean April 1 of the calendar year following the later of the calendar year in which the Employee attains age seventy-two (72), or the calendar year in which the Employee retires.

(2) The phrase "designated Beneficiary" shall mean any individual designated by the Employee under this Plan according to its rules.

(3) Any amount paid to a child shall be treated as if it had been paid to the surviving spouse if such amount will become payable to the surviving spouse upon such child's reaching majority (or other designated event permitted under regulations issued by the Secretary of the Treasury).

(4) For purposes of this section, the life expectancy of an Employee and/or the Employee's spouse (other than in the case of a life annuity) may be redetermined but not more frequently than annually.

(d) General Rules. The requirements of this section 5.04 will take precedence over any inconsistent provisions of the Plan. All distributions required under this section 5.04 will be determined and made in accordance with Section 401(a)(9) of the Internal Revenue Code and the Treasury regulations thereunder, and the Employer's good faith interpretation of such Code and regulations.

5.05 Change of Benefit Election - Any election permitted hereunder may be revoked or a new election may be made within any applicable election period on a form and in a manner prescribed by the Plan Administrator and without the knowledge or consent of any applicable Beneficiary.

5.06 Personal Right of Participant - Each Participant's right to receive any benefits hereunder is personal and shall expire upon the death of the Participant. No heir, legatee, devisee, beneficiary, assignee or other person claiming by or through a Participant shall have any interest in any benefits hereunder unless clearly and expressly so provided by the terms of this Plan. A Participant's election, failure to make an election or revocation of an election hereunder shall be final and binding on all persons.

5.07 Direct Rollovers

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) For purposes of this section, the following definitions shall apply:

(1) "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of

substantially equal periodic payments (not less frequently than annually) made for the life or (life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten (10) years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

For purposes of the direct rollover provisions in this section of the Plan, a portion of the distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. However, such portion may only be paid to an individual retirement account or annuity described in section 408(a) or (b) of the Code, or to a qualified defined contribution plan described in section 401(a) or 403(a) of the Code (effective for distributions on or after January 1, 2007, any qualified trust or Code Section 403(b) plan) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion which is not includible.

(2) "Eligible Retirement Plan" is a qualified trust described in Code section 401(a), an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an eligible deferred compensation plan described in Code section 457(b), which is maintained by a state, political subdivision of a state, and any agency or instrumentality of a state or a political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.

(3) "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are distributees with regard to the interest of the spouse or former spouse.

(4) "Direct Rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee or the Plan Administrator, if the distributee does not make an election.

(5) Effective January 1, 2008, direct rollovers may be made to a Roth IRA described in Section 408A of the Internal Revenue Code to the extent that the applicable requirements of Code Section 408A are satisfied with respect to any direct rollover to such Roth IRA.

(c) This Section applies to distributions made on or after January 1, 2010. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Nonspouse Beneficiary's election under this Section, a Nonspouse Beneficiary may

elect to have any portion of a Plan distribution (that is payable to such Nonspouse Beneficiary due to a Participant's death) paid in a direct trustee-to-trustee transfer to an individual retirement account described in Code Section 408(a) or to an individual retirement annuity described in Section 408(b) (other than an endowment contract) that has been established for the purposes of receiving the distribution on behalf of such Nonspouse Beneficiary. For these purposes, a "Nonspouse Beneficiary" is an individual who is a designated beneficiary (as defined by Section 401(a)(9)(E) of the Internal Revenue Code) of a Participant and who is not the surviving spouse of such Participant.

ARTICLE VI

DISABILITY RETIREMENT

6.01 Disability Retirement - A Participant who has completed at least ten (10) Years of Service, is an Employee and shall incur a Total and Permanent Disability in the course of and as a direct result of Employment shall be entitled to a Disability Retirement Benefit as of the date which is twenty-seven (27) weeks after the Disability Date.

6.02 Disability Retirement Benefit - A Participant who shall be entitled to a Disability Retirement Benefit under section 6.01 shall receive a benefit in the amount as calculated pursuant to section 4.02, which amount shall be reduced by the amount of workers' compensation (or other statutorily prescribed benefit) received on account of the same injury or disease which resulted in the disability.

6.03 Payment of Disability Benefits - Disability payments shall be made monthly as of the first day of each month, commencing as of the date which is twenty-seven (27) weeks after the Disability Date. The initial payment shall be equal to the monthly benefit determined herein multiplied by a fraction the numerator of which shall be the number of days remaining in the month after the commencement of payment date and the denominator of which shall be thirty (30). Disability Retirement Benefits shall continue until the earliest of the death of the Participant or cessation of Total and Permanent Disability before attainment of Normal Retirement Age.

A Participant who shall fail to return within three months to Employment as an Employee of the Employer upon cessation of Total and Permanent Disability prior to Normal Retirement Date shall be deemed to have terminated Employment as of the Disability Date and shall not be entitled to any distribution of Accumulated Contributions pursuant to section 8.02 to the extent that the total amount of Disability Retirement Benefits exceeds the value of the Participant's Accumulated Contributions as of the Disability Date, and shall not be entitled to any other benefits under the Plan on account of any Years of Service after the Disability Date.

ARTICLE VII

DEATH BENEFITS

7.01 Death Benefit - Except as hereinafter set forth, no benefit shall be payable hereunder upon or by reason of the death of any Participant.

7.02 Death of Participant Prior to Retirement - In the event that a Participant shall die prior to the receipt of any benefits under the Plan and after the Participant attains Normal Retirement Age, the Beneficiary shall be entitled to a benefit payable as if the Participant had retired on the day prior to the date of death and had commenced receipt of a fifty percent (50%) joint and survivor annuity benefit. In the event that a Participant shall die prior to the receipt of any benefits under the Plan and before attaining Normal Retirement Age, including a Deferred Vested Participant for whom payments have not yet commenced, the Beneficiary shall be eligible to receive a distribution in an amount equal to the Accumulated Contributions of the Participant as of the Participant's date of death.

7.03 Death of Participant After Retirement - In the event that a Participant shall die after the receipt of any benefit payments under the Plan, the Beneficiary shall be entitled to a benefit only to the extent and in the manner consistent with the provisions of the form of payment of benefits selected by the Participant pursuant to the provisions of Article V.

7.04 Veterans' Survivor Benefits - Notwithstanding any other provision of the Plan to the contrary, in the case of the death of a Participant who dies on or after January 1, 2007 while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits under the Plan (if any) had the Participant resumed and then terminated employment on account of death.

ARTICLE VIII

TERMINATION OF EMPLOYMENT

8.01 Rights of Terminated Employees - A Participant who shall cease to be an Employee except as otherwise hereinbefore provided shall have all interest and rights under this Plan limited to those contained in the following sections of this Article.

8.02 Distribution of Accumulated Contributions - A Participant whose Employment with the Employer shall terminate for any reason other than death or Total and Permanent Disability prior to attainment of Normal or Early Retirement Age shall be entitled to receive a distribution of Accumulated Contributions. Upon receipt of such Accumulated Contributions, said Participant and Beneficiary shall not be entitled to any further payments from the Plan.

8.03 Vested Benefits Upon Termination - A Participant who shall have completed ten (10) Years of Service with the Employer and who ceases to be an Employee of the Employer for any

reason other than death, retirement or Total and Permanent Disability, shall be entitled to a vested retirement benefit. Such Participant shall be eligible, upon attainment of what would have been Normal Retirement Date, for a vested retirement benefit equal to the Accrued Benefit, determined as of the date on which Employment ceased, which shall be in lieu of a distribution of Accumulated Contributions.

8.04 Involuntary Termination - A Participant who has completed at least eight (8) Years of Service but not more than ten (10) Years of Service and is displaced due to contracted outsourcing initiated by the Employer shall be eligible to receive a single sum payment as of termination of Employment in an amount equal to eighty percent (80%) of the Actuarial Equivalent of the Accrued Benefit but not more than twelve thousand five hundred dollars ($12,500.00).

8.05 Forfeiture Act - Rights under this Plan shall be subject to forfeiture as provided by the act of July 8, 1978 (P.L.752, No. 140), known as the Public Employee Pension Forfeiture Act.

ARTICLE IX

ADMINISTRATION

9.01 Plan Administrator - The Board shall appoint the Plan Administrator, who shall be the Township Manager in accordance with the Home Rule Charter of the Township of Upper St. Clair. In the event that such appointment is not made or the position of Township Manager shall be vacant, the Board shall be the Plan Administrator until such time as the appointment specified hereunder can be made.

9.02 Authority and Duties of the Plan Administrator - The Plan Administrator shall have full power and authority to do whatever shall, in its judgment, be reasonably necessary for the proper administration and operation of the Plan. The interpretation or construction placed upon any term or provision of the Plan by the Plan Administrator or any action of Plan Administrator taken in good faith shall, upon the Board's review and approval thereof, be final and conclusive upon all parties hereto, whether Employees, Participants or other persons concerned. By way of specification and not limitation and except as specifically limited hereafter, the Plan Administrator is authorized:

(a) to construe this Plan;

(b) to determine all questions affecting the eligibility of any Employee to participate herein;

(c) to compute the amount and source of any benefit payable hereunder to any Participant or Beneficiary;

(d) to authorize any and all disbursements;

(e) to prescribe any procedure to be followed by any Participant and/or other person in filing any application or election;

(f) to prepare and distribute, in such manner as may be required by law or as the Plan Administrator deems appropriate, information explaining the Plan;

(g) to require from the Employer or any Participant such information as shall be necessary for the proper administration of the Plan; and

(h) to appoint and retain any individual to assist in the administration of the Plan, including such legal, clerical, accounting and actuarial services as may be required by any applicable law or laws.

The Plan Administrator shall have no power to add to, subtract from or modify the terms of the Plan or change or add to any benefits provided by the Plan, or to waive or fail to apply any requirements of eligibility for benefits under the Plan. Further, the Plan Administrator shall have no power to adopt, amend, or terminate the Plan, to select or appoint any Trustee or to determine or require any contributions to the Plan, said powers being exclusively reserved to the Board.

9.03 Plan Administration - All reasonable expenses incident to the functioning of the Plan Administrator, including, but not limited to, fees of accountants, counsel, actuaries and other specialists and other costs of administering the Plan, may be paid from the Pension Fund upon approval by the Board to the extent permitted under applicable law and not otherwise paid by the Employer.

9.04 Hold Harmless - No member of the Board nor the Plan Administrator nor the Enrolled Actuary nor any other person involved in the administration of the Plan shall be liable to any person on account of any act or failure to act which is taken or omitted to be taken in good faith in performing their respective duties under the terms of this Plan. To the extent permitted by law, the Employer shall, and hereby does agree to, indemnify and hold harmless the Plan Administrator and each successor and each of any such individual's heirs, executors and administrators, and the Plan Administrator's delegates and appointees (other than any person, bank, firm or corporation which is independent of the Employer and which renders services to the Plan for a fee) from any and all liability and expenses, including counsel fees, reasonably incurred in any action, suit or proceeding to which he is or may be made a party by reason of being or having been the Plan Administrator or a delegate or appointee of the Plan Administrator except in matters involving criminal liability, intentional or willful misconduct. If the Employer purchases insurance to cover claims of a nature described above, then there shall be no right of indemnification except to the extent of any deductible amount under the insurance coverage or to the extent of the amount the claims exceed the insured amount.

9.05 Approval of Benefits - The Plan Administrator shall review and approve or deny any application for retirement benefits within thirty (30) days following receipt thereof or within such longer time as may be necessary under the circumstances. Any denial of an application for retirement benefits shall be in writing and shall specify the reason for such denial.

9.06 Appeal Procedure - Any person whose application for retirement benefits is denied, who questions the amount of benefit paid, who believes a benefit should have commenced which did not so commence or who has some other claim arising under the Plan ("Claimant"), shall first seek a resolution of such claim under the procedure hereinafter set forth.

(a) Any Claimant shall file a notice of the claim with the Plan Administrator which shall fully describe the nature of the claim. The Plan Administrator shall review the claim and make an initial determination approving or denying the claim.

(b) If the claim is denied in whole or in part, the Plan Administrator shall, within ninety (90) days (or such other period as may be established by applicable law) from the time the application is received, mail notice of such denial to the Claimant. Such ninety (90) day period may be extended by the Plan Administrator if special circumstances so require for up to ninety (90) additional days by the Plan Administrator's delivering notice of such extension to the Claimant within the first ninety (90) day period. Any notice hereunder shall be written in a manner calculated to be understood by the Claimant and, if a notice of denial, shall set forth (i) the specific Plan provisions on which the denial is based, (ii) an explanation of additional material or information, if any necessary to perfect such claim and a statement of why such material or information is necessary, and (iii) an explanation of the review procedure.

(c) Upon receipt of notice denying the claim, the Claimant shall have the right to request a full and fair review by the Board of the initial determination. Such request for review must be made by notice to the Board within sixty (60) days of receipt of such notice of denial. During such review, the Claimant or a duly authorized representative shall have the right to review any pertinent documents and to submit any issues or comments in writing. The Board shall, within sixty (60) days after receipt of the notice requesting such review, (or in special circumstances, such as where the Board in its sole discretion holds a hearing, within one hundred and twenty (120) days of receipt of such notice), submit its decision in writing to the person or persons whose claim has been denied. The decision shall be final, conclusive and binding on all parties, shall be written in a manner calculated to be understood by the Claimant and shall contain specific references to the pertinent Plan provisions on which the decision is based.

(d) Any notice of a claim questioning the amount of a benefit in pay status shall be filed within ninety (90) days following the date of the first payment which would be adjusted if the claim is granted unless the Plan Administrator allows a later filing for good cause shown.

(e) A Claimant who does not submit a notice of a claim or a notice requesting a review of a denial of a claim within the time limitations specified above shall be deemed to have waived such claim or right to review.

ARTICLE X

THE PENSION FUND

10.01 Operation of the Pension Fund - The Board is hereby authorized to hold and supervise the investment of the assets of the Pension Fund, subject to the provisions of the laws of the Commonwealth of Pennsylvania and of this Plan and any amendment thereto.
The Pension Fund shall be used to pay benefits as provided in the Plan and, to the extent not paid directly by the Employer, to pay the expenses of administering the Plan pursuant to authorization by the Employer.

The Employer intends the Plan to be permanent and for the exclusive benefit of its Employees. It expects to make the contributions to the Pension Fund required under the Plan. The Employer shall not be liable in any manner for any insufficiency in the Pension Fund; benefits are payable only from the Pension Fund, and only to the extent that there are monies available therein. The Pension Fund will consist of all funds held by the Employer under the Plan, including contributions made pursuant to the provisions hereof and the investments, reinvestments and proceeds thereof. The Pension Fund shall be held, managed, and administered pursuant to the terms of the Plan. Except as otherwise expressly provided in the Plan, the Employer has exclusive authority and discretion to manage and control the Pension Fund assets. The Employer may, however, appoint a trustee, custodian and/or investment manager, at its sole discretion.

10.02 Powers and Duties of Employer - With respect to the Pension Fund, the Employer shall have the following powers, rights and duties, in addition to those vested in it elsewhere in the Plan or by law, unless such duties are delegated.

(a) To retain in cash so much of the Pension Fund as it deems advisable and to deposit any cash so retained in any bank or similar financial institution (including any such institution which may be appointed to serve as trustee hereunder), without liability for interest thereon.

(b) To invest and reinvest the principal and income of the fund and keep said fund invested, without distinction between principal and income, in securities which are at the time legal investments for fiduciaries under the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended.

(c) To sell property held in the fund at either public or private sale for cash or on credit at such times as it may deem appropriate; to exchange such property; to grant options for the purchase or exchange thereof.

(d) To consent to and participate in any plan of reorganization, consolidation, merger, extension or other similar plan affecting property held in the fund; to consent to any contract, lease, mortgage, purchase, sale or other action by any corporation pursuant to any such plan.

(e) To exercise all conversion and subscription rights pertaining to property held in the fund.

(f) To exercise all voting rights with respect to property held in the fund and in connection therewith to grant proxies, discretionary or otherwise.

(g) To place money at any time in a deposit bank deemed to be appropriate for the purposes of this Plan no matter where situated, including in those cases where a bank has been appointed to serve as trustee hereunder, the savings department of its own commercial bank.

(h) In addition to the foregoing powers, the Employer shall also have all of the powers, rights, and privileges conferred upon trustees by the Pennsylvania Fiduciaries Investment Act, or as the same may be subsequently modified or amended, and the power to do all acts, take all proceedings and execute all rights and privileges, although not specifically mentioned herein, as the Employer may deem necessary to administer the Pension Fund.

(i) To maintain and invest the assets of this Plan on a collective and commingled basis with the assets of other pension plans maintained by the Employer, provided that the assets of each respective plan shall be accounted for and administered separately.

(j) To invest the assets of the Pension Fund in any collective commingled trust fund maintained by a bank or trust company, including any bank or trust company which may act as a trustee hereunder. In this connection, the commingling of the assets of this Plan with assets of other eligible, participating plans through such a medium is hereby specifically authorized. Any assets of the Plan which may be so added to such collective trusts shall be subject to all of the provisions of the applicable declaration of trust, as amended from time to time, which declaration, if required by its terms or by applicable law, is hereby adopted as part of the Plan, to the extent of the participation in such collective or commingled trust fund by the Plan.

(k) To make any payment or distribution required or advisable to carry out the provisions of the Plan, provided that if a trustee is appointed by the Employer, such trustee shall make such distribution only at the direction of the Employer.

(l) To compromise, contest, arbitrate, enforce or abandon claims and demands with respect to the Plan.

(m) To retain any funds or property subject to any dispute without liability for the payment of interest thereon, and to decline to make payment or delivery thereof until final adjudication is made by a court of competent jurisdiction.

(n) To pay, and to deduct from and charge against the Pension Fund, any taxes which may be imposed thereon, whether with respect to the income, property or transfer thereof, or upon or with respect to the interest of any person therein, which the Fund is required to pay; to contest, in its discretion, the validity or amount of any tax, assessment, claim or demand which may be levied or made against or in respect of the Pension Fund, the income, property or transfer thereof, or in any matter or thing connected therewith.

(o) To appoint any persons or firms (including but not limited to, accountants, investment advisors, counsel, actuaries, physicians, appraisers, consultants, professional plan administrators and other specialists), or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the management of the Fund; to the extent not prohibited by applicable law, the Employer shall be entitled to rely conclusively upon and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such persons or firms, provided such persons or firms were prudently chosen by the Employer, taking into account the interests of the Participants and Beneficiaries and with due regard to the ability of the persons or firms to perform their assigned functions.

(p) To retain the services of one or more persons or firms for the management of (including the power to acquire and dispose of) all or any part of the Fund assets, provided that each of such persons or firms is registered as an investment advisor under the Investment Advisors Act of 1940, is a bank (as defined in that act), or is an insurance company qualified to manage, acquire or dispose of pension trust assets under the laws of more than one state; in such event, the Employer shall follow the directions of such Investment Manager or Managers with respect to the acquisition and disposition of fund assets, but shall not be liable for the acts or omissions of such Investment Manager or Managers, nor shall it be under any obligation to review or otherwise manage any Fund assets which are subject to the management of such Investment Manager or Managers. If the Employer appoints a trustee, the trustee shall not be permitted to retain such an Investment Manager except with the express written consent of the Employer.

10.03 Common Investments - The Employer shall not be required to make separate investments for individual Participants or to maintain separate investments for each Participant's account, but may invest contributions and any profits or gains therefrom in common investments.

10.04 Compensation and Expenses of Appointed Trustee - If a trustee is appointed, the trustee shall be entitled to such reasonable compensation as shall from time to time be agreed upon by the Employer and the trustee, unless such compensation is prohibited by law. Such compensation, and all expenses reasonably incurred by the trustee in carrying out his functions, shall constitute a charge upon the Employer or the Pension Fund, which may be executed at any time after 30 days written notice to the Employer. The Employer shall be under no obligation to pay such costs and expenses, and, in the event of its failure to do so, the trustee shall be entitled to pay the same, or to reimburse themselves for the payment thereof, from the Pension Fund.

10.05 Periodic Accounting - If a trustee is appointed, the Pension Fund shall be evaluated annually, or at more frequent intervals, by the trustee and a written accounting rendered as of each fiscal year end of the Fund, and as of the effective date of any removal or resignation of the trustee, and such additional dates as requested by the Employer, showing the condition of the Fund and all receipts, disbursements and other transactions effected by the trustee during the period covered by the accounting, based on fair market values prevailing as of such date.

10.06 Value of the Pension Fund - All determinations as to the value of the assets of the Pension Fund, and as to the amount of the liabilities thereof, shall be made by the Employer or its appointed trustee, whose decisions shall be final and conclusive and binding on all parties

hereto, the Participants and Beneficiaries and their estates. In making any such determination, the Employer or trustee shall be entitled to seek and rely upon the opinion of or any information furnished by brokers, appraisers and other experts, and shall also be entitled to rely upon reports as to sales and quotations, both on security exchanges and otherwise as contained in newspapers and in financial publications.

ARTICLE XI

AMENDMENT AND TERMINATION

11.01 Amendment of the Plan - The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Board provided, however:

(a) that no amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which each is entitled under this Plan with respect to contributions previously made;

(b) that no amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in section 11.05, ever revert to or be used or enjoyed by the Employer; and

(c) that no amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in section 12.03 has been prepared and presented to the Board in accordance with the Act.

11.02 Termination of the Plan - The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer.

11.03 Automatic Termination of Contributions - Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

11.04 Distribution Upon Termination - In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Accrued Benefits of Participants in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to the vested Accrued Benefit to the date.

If there are insufficient assets in the Pension Fund to provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

11.05 Residual Assets - If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

11.06 Exclusive Benefit Rule - In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XII

MINIMUM FUNDING REQUIREMENTS

12.01 Actuarial Valuations - The Plan's Actuary shall perform an actuarial valuation at least biennially. Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year, beginning with the year 1985. Such actuarial valuation shall be prepared and certified by an approved Actuary, as such term is defined in the Act.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

(a) investment costs associated with obtaining authorized investments and investment management fees;

(b) accounting expenses;

(c) premiums for insurance coverage on Fund assets;

(d) reasonable and necessary counsel fees incurred for advice or to defend the Fund; and

(e) legitimate travel and education expenses for Plan officials; provided, however, that the municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

12.02 Duties of Chief Administrative Officer - Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer.

The Chief Administrative Officer of the Plan shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the Minimum Municipal Obligation of the Employer with respect to funding the Plan for any given Plan Year. The Chief Administrative Officer shall submit the financial requirements of the Plan and the Minimum Municipal Obligation of the Employer to the Board annually and shall certify the accuracy of such calculations and their conformance with the Act.

12.03 Benefit Plan Modifications - Prior to the adoption of any benefit plan modification by the Employer, the Chief Administrative Officer of the Plan shall provide to the Board a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary, which estimate shall disclose to the Board the impact of the proposed benefit plan modification on the future financial requirements of the Plan and the future Minimum Municipal Obligation of the Employer with respect to the Plan.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

13.01 Plan Not a Contract of Employment - No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted hereunder. Nothing herein shall be construed to give any Employee the right to remain in the employ of the Employer.

13.02 Masculine/Feminine; Singular/Plural - For purposes of this Plan, the masculine shall be read for the feminine and the singular shall be read for the plural, and vice versa, wherever the person or context shall plainly so require.

13.03 Construction of Document - This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, excepting such Commonwealth's choice of law rules.

13.04 Headings - The headings of articles are included solely for convenience of reference, and if there be any conflict between such headings and the text of the Plan, the text shall control.

13.05 Severability of Provisions - In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and

the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted therein.

13.06 Incapacity of Participant - If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of pension benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining him, may provide for such payment of pension benefits hereunder to such person or institution so maintaining him, and any such payments so made shall be deemed for every purpose to have been made to such Participant.

13.07 Liability of Officers of the Plan Administrator and/or Employer - Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer of the Employer shall be personally liable to any Participant, Beneficiary or other person under any provision of the Plan.

13.08 Assets of the Fund - Nothing contained herein shall be deemed to give any Participant or Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.

13.09 Pension Fund for Sole Benefit of Participants - The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.

ORDAINED AND ENACTED this ~~7th~~ 3rd day of ~~February, 2022~~March, 2025.

ATTEST:

_____	_____
Matthew Serakowski,	Daniel R. Paoly
Township Manager	President, Board of Commissioners

MEMORANDUM

To: **Matthew R. Serakowski, Township Manager**

From: **Adam A. Benigni, AICP, Director of Planning and Community Development**

Date: **February 21, 2025**

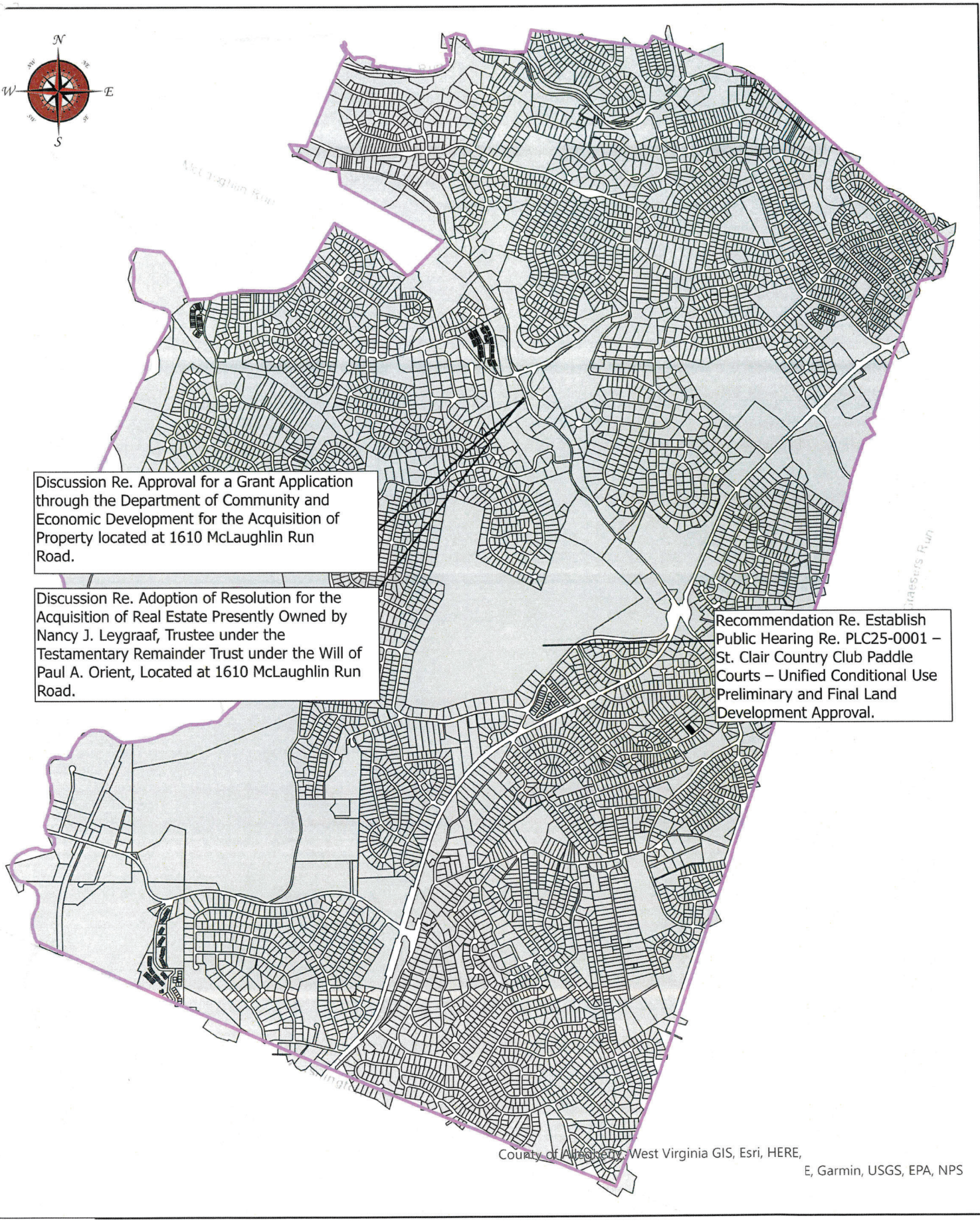
Subject: **COMMUNITY DEVELOPMENT DEPARTMENT GENERAL AFFAIRS ITEMS FOR THE INFORMATIONAL AND GENERAL AFFAIRS MEETING ON FEBRUARY 24, 2025**

1. RECOMMENDATION RE. ESTABLISH PUBLIC HEARING RE. PLC25-0001 – ST. CLAIR COUNTRY CLUB PADDLE BALL COURTS – UNIFIED CONDITIONAL USE PRELIMINARY AND FINAL LAND DEVELOPMENT APPROVAL

This application for Unified Conditional Use/Preliminary and Final Land Development Approval to construct new paddle ball courts at the St. Clair Country Club, located at 2300 Old Washington Road, was reviewed by the Planning Commission on January 16, 2025, and February 20, 2025, and was recommended for approval subject to certain conditions.

A public hearing is required for Conditional Use applications. Staff recommends that the public hearing be scheduled for Monday, April 7, 2025. This may be accomplished by a simple motion and voice vote.

I:\MEMO\TWPMGR-AB\02.21.25 gf.docx



USC

Township of Upper St. Clair
Department of Planning and
Community Development

Community Development Department
Agenda Items for the
Informational and General Affairs
Meetings of February 24 and March 3, 2025

BOARD OF COMMISSIONERS INFORMATIONAL AND GENERAL AFFAIRS MEETING MINUTES

January 27, 2025

The Informational and General Affairs Meeting of the Board of Commissioners of the Township of Upper St. Clair, duly advertised and posted in accordance with law, was called to order at approximately 7:30 PM, Monday, January 27, 2025, at the Township of Upper St. Clair Municipal Building, Board of Commissioners' Meeting Room, Upper St. Clair, PA, 15241.

PRESENT:	Commissioner Paoly	President
	Commissioner Plutko	Vice President
	Commissioner Burlingame	
	Commissioner Enck	
	Commissioner Graves	
	Commissioner Thomas	
	Matthew R. Serakowski	Township Manager
	Mark M. Mansfield	Assistant Township Manager
	Adam A. Benigni	Director of Planning and Community Development
	Irving S. Firman	Township Attorney
	Michael J. Galet, P.E.	Township Engineer
	Laura Long	Recording Secretary
EXCUSED:	Commissioner Pardini	
	Mark P. Romito	Director of Finance

PUBLIC: No members of the public were in attendance.

CITIZENS' COMMENTS

Commissioner Paoly asked if there were any citizens' comments and there were none.

INFORMATIONAL ITEMS

COMMUNITY DEVELOPMENT – OLD BUSINESS

None.

COMMUNITY DEVELOPMENT – NEW BUSINESS

None.

COMMUNITY DEVELOPMENT – OTHER

None.

OTHER AGENDA AND DISCUSSION ITEMS

Discussion Re. Authorization of Contracts for Police Vehicles.

Mr. Mansfield stated Staff is seeking approval to purchase the following vehicles in accordance with the Fleet and Equipment Replacement Schedule:

Vehicles	Vendor	Bid/GSA	Amount
Two (2) 2025 Ford Police Interceptor SUVs @ $45,029 each	Tri Star Motors Blairsville, PA	COSTARS Contract #013-E22-272	$90,058.00

Police vehicles are allocated in the Township's 2025 Capital Projects Budget.

Staff will recommend that the proper Township officials be authorized to enter into a contract with Tri Star Motors for $90,058.00 at the February 3, 2025 Regular Meeting of the Board.

Commissioner Paoly asked if the Board had any questions or comments, and there were none.

Discussion Re. Transfer of Properties from Municipal Authority of Upper St. Clair to Township of Upper St. Clair.

Mr. Mansfield stated the Township desires to have all Real Estate currently titled in the name of the Municipal Authority of the Township of Upper St. Clair to the Township of Upper St. Clair. The Township Attorney has provided an outline of the steps necessary to affect the transfer of three parcels, two of which are located on McLaughlin Run Road and the other on Circle Drive. This transfer would ultimately facilitate turning over the Circle Drive pump station to ALCOSAN as well as meeting the Redevelopment Assistance Capital Program (RACP) library grant Municipal Building ownership requirements.

Accordingly, the Township must adopt an ordinance setting forth its desire to have the Authority transfer the properties back to the Township. An ordinance will therefore be prepared for the February 3, 2025 Board of Commissioners meeting for this purpose. After the ordinance is adopted by the Township, the Township Attorney will prepare deeds transferring the properties from the Authority to the Township. Each deed will need to be executed by representatives from the Authority. Thereafter, the Authority must also hold a public meeting and pass a resolution authorizing the transfer of the properties. After the deeds are executed, the deeds will need to be recorded with the Allegheny County Recorder of Deeds Office.

Commissioner Paoly asked if the Board had any questions or comments, and there were none.

GENERAL AFFAIRS

Status Report Re. Community & Recreation Center Implementation Advisory Committee Meeting held Wednesday, January 8, 2025.

Commissioner Burlingame stated that the Community & Recreation Cetner Implementation Advisory Committee (C&RC – IAC) had a great meeting earlier this month. C&RC leadership has categorized the items included within the Ballard*King report and prioritized them based on how they would

value the C&RC. The Committee reviewed the prioritization and plans to make recommendations for each item, one by one, as the meetings move forward. Commissioner Burlingame indicated that the meeting was very productive. Commissioner Enck agreed and indicated that she had nothing to add. Commissioner Graves indicated that some of the items that the Ballard*King report had listed as second tier were pulled to the first tier of prioritization once the committee reviewed and discussed.

Review of the Informational and General Affairs Meeting Minutes of December 16, 2024.

Commissioner Burlingame moved to approve the Informational and General Affairs Meeting Minutes of December 16, 2024. This was seconded by Commissioner Enck and carried with a 6-0 voice vote.

Consideration of the January 2025 Bill Sheet.

Commissioner Paoly stated the Board received the January 2025 Bill Sheet via email and there were no questions submitted. Commissioner Enck moved for approval of the January 2025 Bill Sheet, which was seconded by Commissioner Graves and approved with a 6-0 voice vote.

Acknowledge Receipt of Financial Statements for the Twelve-Month Period ending December 31, 2024.

Commissioner Paoly acknowledged receipt of the Financial Statements for the twelve-month period ending December 31, 2024 and stated they are available at the Township offices for review.

ADDITIONAL COMMENTS

Commissioner Paoly stated following adjournment, the Board will be meeting for an Executive Session to discuss legal and personnel matters.

ADJOURNMENT

Commissioner Burlingame moved to adjourn the Informational & General Affairs Meeting, which was seconded by Commissioner Enck. This was approved by a 6-0 voice vote and the meeting was adjourned at approximately 7:36PM.

Laura Long
Recording Secretary
January 27, 2024

LITIGATION REPORT - SUMMARY
TOWNSHIP OF UPPER ST. CLAIR
January 24, 2025

I. CASES WHERE TOWNSHIP IS PLAINTIFF

A. Township of Upper St. Clair vs. Francis Funaro (No. CV-99-2024) (Magistrate Arnoni)
B. Township of Upper St. Clair v. Irene Johnovna Verzelli (No. CV-176-2024) (Magistrate Arnoni)
C. Township of Upper St. Clair v. Remedy Development LLC (No. CV-159-2024) (Magistrate Arnoni):
D. Township of Upper St. Clair vs. Robert J. Komosinski (No. CV-237-2024) (Magistrate Arnoni):
E. Township of Upper St. Clair vs. Eugenio G. Tucciarone (Magistrate Arnoni)
F. Township of Upper St. Clair vs. Hua Li Zhuan (Magistrate Arnoni)
G. Township of Upper St. Clair vs. Chen Meisheng & Ye Qing (Magistrate Arnoni)
H. Township of Upper St. Clair vs. Susan L. Wicks (Magistrate Arnoni)

II. CASES WHERE TOWNSHIP IS DEFENDANT NOT DEFENDED BY INSURANCE CARRIER

A. Shipley Plumbing LLC v. Township of Upper St. Clair (AAA Case No. 01-24-0008-2776).

B. TBI Contracting, Inc. v. Township of Upper St. Clair and Edelmann Project Management LLC d/b/a EPM Architecture (AAA Case No. 01-24-0008-6898).

III. CASES WHERE UPPER ST. CLAIR IS DEFENDANT AND INSURANCE COMPANY IS DEFENDING

A. Jeffrey S. Valperga et ux. vs. The Municipal Authority of the Township of Upper St. Clair, Township of Upper St. Clair, and Municipality of Bethel Park, GD 20-9879 (Allegheny County).

B. HUD Fair Housing Complaint (Jason Depp).

C. Estate of Stephen A. Stasenko vs. Township of Upper St. Clair et al., GD 23-3656 (Allegheny County).

D. Susan Shepherd as Administratrix of the Estate of Chris Shepherd vs. Township of Upper St. Clair, (GD 24-2215) (Allegheny County)

IV. OTHER LITIGATION INCLUDING BANKRUPTCY MATTERS

V. LAND USE

VI. OTHER LEGAL MATTERS

A. United States Environmental Protection Agency Action Pursuant To 33 U.S.C. §138

B. M & D Properties Board of Viewers, No. GD20-10982

C. Township of Upper St. Clair v. Sujilda, No. S.A. 19-000168