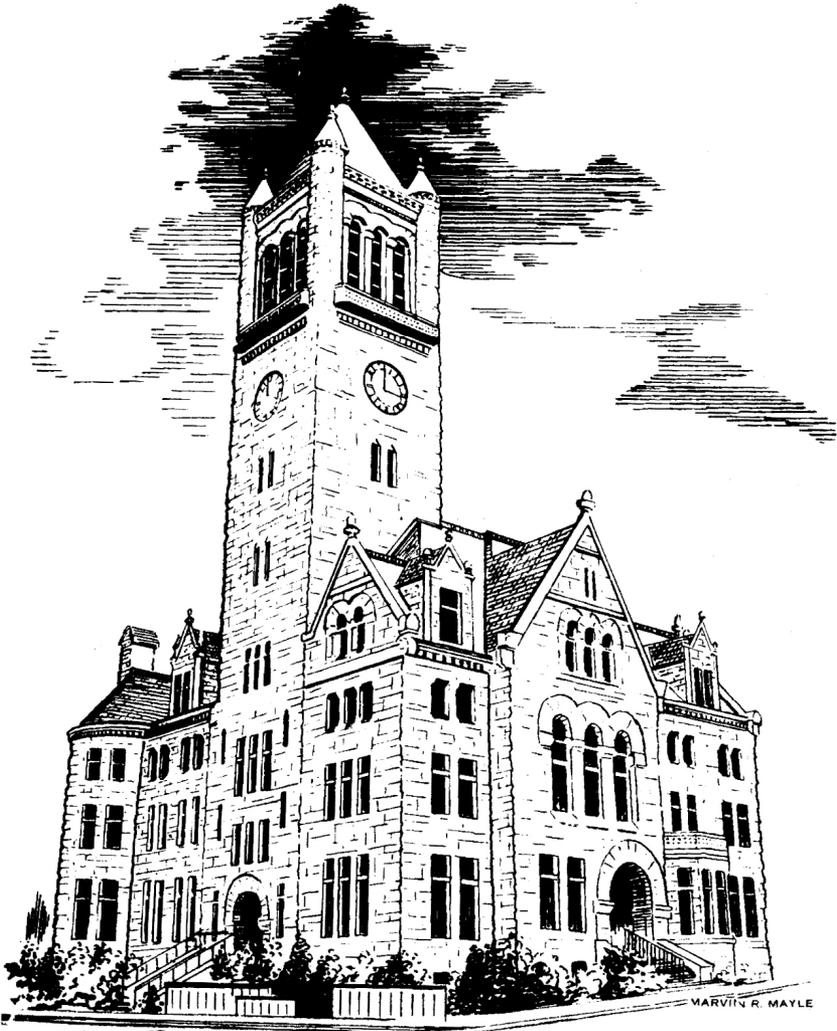


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ESTATE NOTICES

Notice is hereby given that letters testamentary or of administration have been granted to the following estates. All persons indebted to said estates are required to make payment, and those having claims or demands to present the same without delay to the administrators or executors named.

Third Publication

JACK B. ARMSTRONG, late of Upper Tyrone Township, Fayette County, PA (3)

Administratrix: Connie J. Armstrong
1140 Valley View Drive
Scottsdale, PA 15683
Attorney: Marilyn M. Gaut

VERONICA DANCHO a/k/a VERONICA E. DANCHO, late of Smock, Fayette County, PA

Executrix: JoAnn Dancho Rouse
138 E Hillis Street
Youngwood, PA 15697
Attorney: Nicholas Scholle (3)

DORIS FRIEND a/k/a DORIS J. FRIEND, late of Henry Clay Township, Fayette County, PA (3)

Executrix: Carolyn Thomas
c/o Adams Law Offices, PC
55 E Church Street, Ste 101
Uniontown, PA 15401
Attorney: Jason Adams

LEAH MILLER, late of Fayette County, PA (3)

Administratrix: Linda R. Brown
273 Airport Road
Mount Pleasant, PA 15666
c/o Willman & Silvaggio LLP
5500 Corporate Drive, Suite 150
Pittsburgh, PA 15237
Attorney: Joseph Silvaggio

EUGENE E. RUGG, late of Henry Clay Township, Fayette County, PA (3)

Executor: Donald E. Rugg
c/o Webster & Webster
51 East South Street
Uniontown, PA 15401
Attorney: Robert L. Webster, Jr.

NANCY LEA TRAVIS, late of Point Marion Borough, Fayette County, PA (3)

Administratrix: Susan E. Arnold
c/o Sheryl R. Heid, Esquire
4 N. Beeson Blvd.
Uniontown Pennsylvania 15401
Attorney: Sheryl R. Heid

Second Publication

SCOTT LESLIE BASINGER a/k/a SCOTT L. BASINGER, late of Connellsville Township, Fayette County, PA (2)

Personal Representative: Kelly Basinger
c/o Watson Mundorff, LLP
720 Vanderbilt Road
Connellsville, PA 15425
Attorney: Robert A. Gordon

CHRISTOPHER DOWNS, late of South Connellsville, Fayette County, PA (2)

Administrator: Adam Jay Downs
206 E Washington Ave
Connellsville, PA 15425

BRIAN A. SHOWMAN, SR., late of Franklin Township, Fayette County, PA (2)

Executor: Brian A. Showman, Jr.
c/o 9 Court Street
Uniontown, PA 15401
Attorney: Vincent J. Roskovensky, II

First Publication

DONALD BAUMANN, late of Mount Pleasant, Fayette County, PA (1)

Executrix: Kristen Ann Lipps
102 Rice School Road
Mount Pleasant, PA 15666
c/o Latrobe Law Associates
206 Weldon Street
Latrobe, PA 15650
Attorney: Donald Rega

CARL KUHNS, late of German Township, Fayette County, PA (1)

Administrator: Keith Kuhns
c/o Proden & O'Brien
99 East Main Street
Uniontown, PA 15401
Attorney: Sean M. Lementowski

WILLIAM A. MANYAK, a/k/a WILLIAM A. MANYAK, JR., late of South Union Township, Fayette County, PA (1)

Executor: Bernard W. Manyak
c/o Davis & Davis Attorneys At Law
107 East Main Street
Uniontown, PA 15401
Attorney: Gary J. Frankhouser

JOANNE E. MATHIANAS a/k/a JOANNE MATHIANAS, late of Luzerne Township, Fayette County, PA (1)

Executor: Eric Mathianas
c/o DeHaas Law LLC
51 East South Street
Uniontown, PA 15401
Attorney: Ernest P. DeHaas, III

PAMELA MARIE CORNISH O'NEIL, a/k/a PAMELA MARIE O'NEIL, a/k/a PAMELA O'NEIL, late of Redstone Township, Fayette County, PA (1)

Administrator: Heather M. McManus
c/o Goodwin Como, P.C.
92 East Main Street, Suite 1
Uniontown, PA 15401
Attorney: Benjamin F. Goodwin

JOHN PROKOPOVICH III, late of Fayette City, Fayette County, PA (1)

Administrator: John Prokopovich
c/o Christopher Huffman, Esquire
35 West Pittsburgh Street
Greensburg, PA 15601-2323
Attorney: Christopher Huffman

EDWARD A. RUSSELL, late of Connellsville, Fayette County, PA (1)

Personal Representative: Chris A. Ranker
c/o Watson Mundorff, LLP
720 Vanderbilt Road
Connellsville, PA 15425
Attorney: Timothy J. Witt

MATTHEW C. SHOW, late of Perryopolis Borough, Fayette County, PA (1)

Personal Representative:
Patricia Ann Luce-Show
c/o Watson Mundorff, LLP
720 Vanderbilt Road
Connellsville, PA 15425
Attorney: Timothy J. Witt

LEGAL NOTICES

IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
No. 2891 of 2025, G.D.

IN RE: NAME CHANGE OF
BRANDON LEE FRANKLIN

NOTICE

Notice is hereby given that, on December 10, 2025, the Petition of Brandon Lee Franklin was filed in the above-named court, requesting an Order to change the name of Brandon Lee Franklin to Brandon Lee McCormick.

The Court has fixed the day of March 17, 2026, at 1:30PM, in Courtroom #5, of Fayette County Court House, Pennsylvania as the time and place for the hearing on said Petition, when and where all interested parties may appear and show cause, if any, why the request of the Petitioner should not be granted.

Notice of Condemnation

**In the Court of Common Pleas of Fayette
County, Pennsylvania
Civil Division
In REM Proceeding
Civil Action No. GD -207 of 2026 GD**

Columbia Gas of Pennsylvania, Inc., 121
Champion Way, Suite 100, Canonsburg,
Pennsylvania 15317, Condemnor,
v.

Any Unknown Heirs of Joseph Donham, and
Real Property situate in the Franklin Township,
Fayette County, Pennsylvania, as vested by that
Certain Deed Dated February 15, 2014 of record
at Instrument No. 201400001636, Deed Book
3243 and Page 343 in the Recorder's Office of
Fayette County, Pennsylvania being,
respectively, Fayette County Tax Parcel Number
13-05-0006, Condemnee.

**Notice of Condemnation
For Pipeline Right- Of-Way**

Notice is given to Any Unknown Heirs of
Joseph Donham and/or their heirs, successors or
assigns, if any, and unknown owners of real
property situate in Franklin Township, Fayette
County, Pennsylvania, as vested by that Certain
Deed dated February 15, 2014 of record at
Instrument No. 201400001636, Deed Book 3243
and Page 343 in the Recorder's Office of Fayette
County, Pennsylvania being, respectively,
Fayette County Tax Parcel Number 13-05-0006,
that Columbia Gas of Pennsylvania, Inc. has
filed a Verified Application for Taking of a
Natural Gas Right- of-Way pursuant to 15 Pa.
Cons. Stat. § 1511 and Rule 1007 of the
Pennsylvania Rules of Civil Procedure to
acquire title to, and right of possession of, the
Right-of-Way for the construction and
maintenance of a natural gas pipeline. The Right
-of-Way is described in the Verified Application
for Taking of a Natural Gas Right-of-Way and
depicted on the map attached to it. The action
was filed on February 2, 2026. Just
compensation has been secured by the posting of
a bond in the amount of \$19.00.

(2 of 2)

Articles of Incorporation

Lakeside Events, Inc. has been
incorporated under the provisions of the
Pennsylvania Business Corporation Law of
1988, as amended.

Proden & O'Brien
99 East Main Street
Uniontown, PA 15401

IN THE COURT OF COMMON PLEAS OF
FAYETTE COUNTY, PENNSYLVANIA
No. 2921-2025 G.D.

IN RE: PETITION FOR CHANGE OF
NAME OF HARLEY J. CARDINE

To all persons interested, notice is hereby
given that an order of said County authorized the
filing of said petition and fixed the 24th day of
February, 2026 at 9:00 a.m., as the time and
Fayette County Courthouse Courtroom Four, as
the place for a hearing, when and where all
persons may show cause, if any they have, why
the request of the petition should not be granted.

WARMAN ABSTRACT & RESEARCH LLC

JOHN F. WARMAN
518 Madison Drive
Smithfield, PA 15478
724-322-6529
johnfranciswarman@gmail.com

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JUDICIAL OPINION

IN THE COURT OF COMMON PLEAS OF FAYETTE COUNTY, PENNSYLVANIA
CIVIL DIVISION

JUSTIN COLLINS and	:
MAXIM CONSTRUCTION, LLC	:
Plaintiffs,	:
	:
vs.	:
	:
REDEVELOPMENT AUTHORITY OF	:
THE CITY OF UNIONTOWN and	:
CITY MISSION LIVING STONES, INC.,	: No. 9 of 2026, G.D.
Defendants.	: Honorable Nancy D. Vernon

OPINION AND ORDER

VERNON, J.

February 13, 2026

Before the Court is a Motion for Permanent Injunctive Relief filed by Plaintiffs Justin Collins and Maxim Construction, LLC (“Maxim”), challenging the award of a public construction contract by the Redevelopment Authority of the City of Uniontown (“Redevelopment Authority”) and City Mission Living Stones, Inc. (“City Mission”). Plaintiffs contend Defendants violated Pennsylvania public bidding law by failing to award the contract to Maxim as the lowest responsive and responsible bidder. A temporary injunction was granted by this Court to preserve the status quo. For the reasons set forth below, the Court terminates the preliminary injunction and denies permanent injunctive relief.

The Redevelopment Authority solicited bids for the Historic Gallatin School Living Centre Preservation Phase 2 Project (“Project”), which is funded in part by public monies, including funds from the Commonwealth of Pennsylvania’s Redevelopment Assistance Capital Program (“RACP”). Bids were opened on October 24, 2025. Maxim submitted a bid in the amount of \$974,019.50, which was the lowest bid received. Fairchance Construction Company submitted the second-lowest bid in the amount of \$1,083,568.56.

The Redevelopment Authority requested additional information from Maxim concerning its experience with historic buildings, compliance with window specifications applicable to National Register properties, their interpretation of the scope of the bid, and certain cost breakdowns. Maxim responded in writing and by email.

By letter dated November 17, 2025, the Redevelopment Authority notified Maxim that its proposal was rejected and that the Project would be awarded to Fairchance Construction. The Redevelopment Authority cited concerns regarding Maxim’s experience with historic preservation work, its interpretation of the Project scope, and compliance with certain specification requirements. Maxim thereafter commenced this action, alleg-

ing the Redevelopment Authority and City Mission acted unlawfully and seeking to enjoin the award and performance of the contract to Fairchance Construction.

Funding through the Redevelopment Assistance Capital Program required “the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects.” 72 P.S. § 3919.318(f).

Maxim alleges the three-bid minimum “serves as the floor for obtaining a grant under the RACP program” and “this floor was raised in the Invitation to Bidders.” See, Brief in Support at 4. The instructions provided by Defendants for the bid requirements stated, “If the Contract was awarded, it will be awarded by [Defendants] to a responsible Bidder on the basis of the lowest responsible bid.” See, Invitation to Bidders.

“What this contention ignores is that a solicitation for bid proposals is not an offer but only an invitation for parties to submit bids in response to this request.” *National Construction Services, Inc. v. Philadelphia Regional Port Authority*, 789 A.2d 306, 309 (Pa. Cmwlth. 2001). An invitation to bid does not constitute a contract nor has Maxim provided any authority for that proposition. The submission of a bid is an offer, and no contractual rights arise until acceptance by the awarding authority. Accordingly, even assuming the Instructions to Bidders contained language referencing award criteria, such provisions did not create contract rights enforceable by Maxim.

Although the Procurement Code does not govern disposition of this matter, the Court finds the analysis of bidding requirement instructive.

The goal of competitive bidding is to award a public contract to “the lowest responsible bidder.” 62 Pa. C.S. § 512(g). The Procurement Code provides that a “responsible bidder” is one “that has submitted a responsive bid and that possesses the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance.” 62 Pa. C.S. § 103. A “responsive bid” is one “which conforms in all material respects to the requirements and criteria in the invitation for bids.”

BSI Construction, LLC v. Philadelphia Regional Port Authority, 329 A.3d 36, 40–41 (Pa. Cmwlth. 2024).

Courts generally defer to agencies because responsible bidder determinations require specialized knowledge and judgment about contractor capabilities. *Sidelines Tree Service, LLC v. Department of Transportation*, 266 A.3d 1214 (Pa. Cmwlth. 2021). The Commonwealth Court recognized that agencies may conduct informal investigations and consider factors beyond the face of the bid documents when assessing “responsibility” of bidders. *Id.*

The parties stipulate that Maxim submitted the lowest bid. The issue is whether the Redevelopment Authority and City Mission abused their discretion in awarding the contract to Fairchance Construction. The role of this Court is not to reweigh the evidence or substitute its judgment for that of the awarding authorities, instead, this Court will review whether the Redevelopment Authority and City Mission’s decision lacked a rea-

sonable basis.

Plaintiffs presented the testimony of Thomas Manganas, Vice-President and Co-Owner of Maxim Construction, LLC. Manganas testified that Maxim is a general contractor capable of performing the Project and that this matter constitutes a bid protest because Maxim submitted the lowest responsible bid. Manganas emphasized Maxim's experience with older buildings and window replacement projects and disputed the conclusion that Maxim lacked the requisite qualifications.

Defendants presented the testimony of Irmi Gaut, Executive Director of City Mission Living Stones, Inc., who has served in that role for approximately twenty-eight years. Gaut has extensive institutional knowledge of the Gallatin School property and City Mission's stewardship of the building. Gaut testified that in 1998 one of her first major projects with City Mission was the purchase and renovation of the Gallatin School into thirty apartments for homeless individuals. In 1999, City Mission applied for and received the Gallatin School placed on the National Register of Historic Places. The Gallatin School was recognized by the National Trust for Historic Preservation as an outstanding example of reuse of a historic structure. Gaut further testified that the Gallatin School Project received many accolades including the Pillars of the Community Award from the Federal Home Loan Bank, the Fannie Mae Award for Excellence in the Production of Low-Income Housing, national recognition by HUD as a case study for other communities, and provided low-income housing tax credits through the Pennsylvania Housing Finance Agency.

Gaut explained that preservation of a historic structure listed on the National Register is significantly more expensive than demolition and reconstruction, but that City Mission has intentionally chosen preservation as part of its stewardship. She testified that no contractor has been permitted to perform facade work on the Gallatin School unless the contractor possessed experience with historic buildings on the National Register.

With respect to funding, the Project received a RACP grant in the amount of \$650,000.00, and additional matching funds were committed by other organizations with the express understanding it would be a historic preservation project. The RACP grant funding is provided on a reimbursement basis and requires strict administrative compliance and documentation. Failure to comply with historic preservation and administrative requirements could jeopardize reimbursement under the grant. As a result, Gaut considered not only construction experience, but also the contractor's ability to comply with the administrative and record-keeping obligations required for reimbursement.

Gaut testified that she did not personally evaluate the technical aspects of the bids, but instead relied on the expertise of Architect Lee Calisti, who reviewed the bids and provided recommendations. Although Maxim submitted the lowest bid, concerns arose regarding Maxim's lack of demonstrated experience with National Register properties, its understanding of the Project scope, and its ability to meet the administrative compliance requirements associated with the RACP grant.

City Mission and the Redevelopment Authority provided Maxim an opportunity to clarify its bid rather than being rejected outright. However, the clarification response did

not alleviate the concerns as the examples identified by Maxim were not listed on the National Register of Historic Places. Gaut testified that she attempted to conduct additional research regarding Maxim but was unable to locate a company website and discovered a warning letter from the Pennsylvania Department of General Services concerning Maxim's failure to verify employee eligibility. See, Exhibit 9. Given the same opportunity for clarification, Gaut confirmed that Fairchance Construction demonstrated experience with buildings listed on the National Register of Historic Places.

Gaut testified unequivocally that "the bottom line on the bid is not the standard," and that contractor experience with National Register properties was far more important than price alone to City Mission. She explained that such experience demonstrates an appreciation for historic significance, master architectural detail, quality, and the specialized knowledge necessary to perform the work correctly. In her view, the risk to the building and the Project was far reduced by selecting a contractor with National Register experience. In Gaut's opinion, Maxim was not the lowest responsible bidder and the City Mission Board voted on November 6, 2025, to award the contract to Fairchance Construction.

Natasha Balazick, Executive Director of the Redevelopment Authority of the City of Uniontown, testified that she has served in that role since December 29, 2025, and has worked for the Redevelopment Authority for one year. Balazick is familiar with the RACP grant though she did not work directly on the preparation of this Project. Balazick testified as to Office of the Budget's Project Management Proposal Handbook, which sets forth bidding requirements applicable to capital projects funded under the Capital Facilities Debt Enabling Act. See, Exhibit 3. The solicitation of three written bids is the sole bidding requirement for RACP projects and the selection of the lowest bidder is not required. When the lowest bidder is not selected, justification must be provided from the awarding agency to the Office of the Budget. The Office of the Budget oversees RACP grants because they involve state funds, and the RACP grants operate on a reimbursement basis rather than providing upfront payment. She testified that the Redevelopment Authority's role in the Project was administrative. City Mission was responsible for determining the award of the contract.

The Redevelopment Authority advertised the Project through PennBid and the bid packet and specifications were provided to contractors. See, Exhibit 4. Balazick explained that PennBid allows the Authority to track which contractors download the bid documents and confirmed that Maxim downloaded the specifications at least once. Balazick confirmed that the Project specifications were prepared by Architect Lee Calisti.

Architect Lee Calisti testified for Defendants that he has practiced architecture for thirty-five years and operates the firm lee CALISTI architecture+design. Calisti was recognized as an expert in the field of architectural design and historic preservation. Calisti has served as City Mission's architect for approximately thirteen years and is the architect of record for the Historic Gallatin School Living Centre Preservation Phase 2 Project.

Calisti testified that the Gallatin School is listed on the National Register of Historic Places, a designation City Mission pursued and obtained in 1999. He explained that buildings on the National Register differ materially from "old buildings" in that they

possess verified historical significance, retained authentic features, and are subject to strict preservation requirements. Such properties must be maintained and altered in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, which governs four tiers: preservation, rehabilitation, restoration, and reconstruction.

Calisti testified that the Gallatin School project involved historic preservation of the building exterior, including window replacement, masonry, concrete, sidewalk, and stonework. He emphasized that work on National Register properties presents heightened risks because damage to historic materials is often irreparable, and that a bond cannot properly compensate for damage.

Calisti prepared the Project specifications on behalf of City Mission and the Redevelopment Authority which required that the general contractor demonstrate proven experience with projects involving buildings on the National Register of Historic Places, including familiarity with the Secretary of the Interior's Standards. See, Exhibit 8. He testified that this requirement was included to ensure a minimum level of experience and competency necessary to protect the historic integrity of the Gallatin School. Calisti further testified that this requirement was emphasized at the pre-bid conference, and the meeting minutes confirm that bidders were advised that experience with National Register properties was required.

Calisti reviewed Maxim's bid submission and supporting materials and noted that none of the projects identified by Maxim involved buildings listed on the National Register of Historic Places. Calisti, through City Mission and the Redevelopment Authority, requested clarification regarding Maxim's understanding of the scope of work, particularly with respect to the windows and masonry and concrete restoration.

According to Calisti, Maxim's response did not meaningfully address masonry or concrete restoration and did not demonstrate familiarity with historic preservation standards. Calisti characterized Maxim's approach to this project as "dismissive," noting testimony from Manganas that the Project was "just replacing windows." Calisti explained that the replacement windows were required to replicate historic profiles, trim, performance characteristics, and installation methods consistent with preservation guidelines, and that improper handling during demolition or installation could permanently damage historic elements. Calisti rendered an unrebutted expert opinion that Maxim failed to appreciate the specialized demolition, handling, and installation procedures required when working on National Register properties. Based on his review, Calisti testified, to a reasonable degree of professional certainty, that Maxim did not demonstrate the experience or understanding necessary to perform the Project in compliance with historic preservation standards and was not the lowest responsible bidder for this Project.

Calisti testified that the same clarification process was applied to Fairchance Construction, the next lowest bidder. Fairchance provided projects that were verified through the National Park Service as involving buildings listed on the National Register of Historic Places. Based on that information, Calisti concluded that Fairchance possessed the requisite experience and understanding of historic preservation requirements. The Court credits Calisti's testimony in its entirety and finds it dispositive. His opinions were unrebutted and grounded in decades of professional experience, familiarity with

the Gallatin School Project, and detailed knowledge of historic preservation standards. Gaut's testimony credibly establishes that City Mission's decision not to award the Project to Maxim was based on historic preservation requirements and risk management, not price alone. City Mission properly undertook post-bid inquiries into Maxim's qualifications and experience as they relate to historic preservation requirements contained in the Project specifications and found it was not sufficient. The Court further finds that the responsibility determination made by the Redevelopment Authority and City Mission was based on project-specific, preservation-related criteria, not arbitrary preference or favoritism.

When viewed under the statutory framework governing RACP funded projects, the record demonstrates that City Mission and the Redevelopment Authority acted within their discretion and in furtherance of the Project's preservation objectives. Even assuming *arguendo* that a "lowest responsible bidder" analysis applies, the Court finds that Defendants had a reasonable basis for determining that Maxim was not responsible for purposes of this most important historic preservation Project. The Court will not reweigh the evidence or substitute its judgment for that of the awarding entities, particularly where the decision relied upon expert architectural judgment and preservation standards.

Although the Court granted a temporary injunction to preserve the status quo, Maxim has failed to establish a clear legal right to the award of the contract and the temporary injunction must be dissolved. Because City Mission and the Redevelopment Authority acted within its lawful discretion, Maxim cannot satisfy the threshold requirements for permanent injunctive relief.

ORDER

AND NOW, this 13th day of February, 2026, upon consideration of Plaintiffs Justin Collins and Maxim Construction, LLC's Motion for Permanent Injunctive Relief, and the record, it is hereby ORDERED and DECREED that permanent injunctive relief is DENIED.

It is further ORDERED and DECREED that the temporary injunction previously entered is DISSOLVED and Defendants the Redevelopment Authority of the City of Uniontown and City Mission Living Stones, Inc. may proceed with the award of the Redevelopment Assistance Capital Program to Fairchance Construction Company.

BY THE COURT:
NANCY D. VERNON, JUDGE

ATTEST:
Prothonotary