

**BOROUGH OF CHARLEROI
WASHINGTON COUNTY**

RESOLUTION NO. 10 OF 2020

WHEREAS, the Borough of Charleroi recently completed the Strategic Management Planning Program ("STMP") administered by the Pennsylvania Department of Community and Economic Development ("DCED"); and

WHEREAS, a central recommendation of the STMP's report was the creation of the position of Borough Manager; and

WHEREAS, the Borough Council has begun the process of staffing said Borough Manager Position; and

WHEREAS, DCED has, from time to time, provided direct matching cash assistance by way of a grant to partially fund borough manager positions; and

WHEREAS, the Borough Council of the Borough of Charleroi, Washington County, Pennsylvania (hereinafter the "Borough") intends to pursue certain state grants;

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Charleroi as follows:

1. That the Council for the Borough of Charleroi is authorized to apply for any appropriate grants through DCED for the purpose of partial funding of a Borough Manager salary;
2. That Council President Mark Alterici is authorized to prepare and/or execute any such application for grant benefits and to provide supporting documents.
3. The Solicitor shall review any and all applications for such grants.

DULY ENACTED by the Borough Council of the Borough of Charleroi, Washington County, Pennsylvania, in lawful session assembled this 9 day of December, 2020.

ATTEST:

BOROUGH OF CHARLEROI


Borough Secretary


Mark Alterici, President of Council

**BOROUGH OF CHARLEROI
WASHINGTON COUNTY, PENNSYLVANIA**

JOB DESCRIPTION

JOB TITLE: Borough Manager

DEPARTMENT: Administration

STATUS: Current Position

TERMS:

- (1) Full-time daylight shift
- (2) Exempt salary position
- (3) At-will non-union employee

SUPERVISION: Borough Council

SUMMARY OF DUTIES

Performs high level administrative, technical and professional work in directing and supervising the administration of Borough government.

SUPERVISION RECEIVED

Works under the broad policy guidance of the Borough Council.

SUPERVISION EXERCISED

Exercises supervision over all municipal employees either directly or through subordinate supervisors.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Manages and supervises all departments, agencies and offices of the Borough to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Recommends appointment and removal of all department directors. Provides suggestions and recommendations as to the hiring, firing, advancement, promotion or any other change of status for other subordinate employees.

Provides leadership and direction in the development of short- and long-range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Provides professional advice to the Borough Council and department directors; makes presentations to councils, boards, commissions, civic groups and the general public.

Communicates official plans, policies and procedures to staff and the general public.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Maintains harmony among workers and resolves grievances.

Performs or assists subordinates in performing duties; adjusts errors and complaints.

Prepares a variety of studies, reports and related information for decision-making purposes.

Sees that all laws and ordinances are faithfully and fairly adhered to.

Prepares and submits a preliminary annual Borough budget. Administers the adopted budget of the Borough.

Advises the Borough Council of financial conditions and current and future Borough needs.

Attends all meetings of the Borough Council at which attendance may be required by the Council.

The Borough Manager shall serve as the Director of Human Resources for the Borough and, as such, be responsible for the following duties:

- (A) Performs a variety of complex administrative, technical and professional work in directing and supervising the personnel systems of the organization, including classification, compensation, recruitment, selection, labor relations, and training.
- (B) Communicates official plans, policies and procedures to staff and the general public.
- (C) Recruits, interviews, and assists in the selection of employees to fill vacant positions.

- (D) Plans and directs new employee orientation to foster positive attitude toward organization goals.
- (E) Through subordinates, keeps records of insurance coverage, pension plan, and personnel transactions such as hires, promotions, transfers, performance reviews, and terminations.
- (F) Conducts wage survey within labor market to determine competitive wage rate.
- (G) Plans and directs implementation and administration of benefits programs designed to insure employees against loss of income due to illness, injury, layoff, or retirement.
- (H) Directs preparation and distribution of written and verbal information to inform employees of benefits programs such as insurance plans, pension plans, paid time off, bonus pay, and special employer sponsored activities.
- (I) Analyzes existing benefits policies of organization, and prevailing practices among similar organizations, to establish competitive benefits programs.
- (J) Plans modification of existing benefits programs. Recommends benefit plan changes to the Council.
- (K) Notifies employees and labor union representatives of changes in benefits programs.
- (L) Writes directives advising department managers of local, state and Federal policy regarding equal employment opportunities, compensation, and employee benefits.
- (M) Studies legislation, arbitration decisions, and collective bargaining contracts to assess industry trends.
- (N) Represents management in negotiating collective bargaining agreements.

MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Graduation from an accredited four-year college or university with a degree in public administration, political science, business management of a closely related field, and two (2) years of experience as a municipal administrator or assistant. Master's degree in applicable field preferred.

Necessary Knowledge, Skills and Abilities:

- (A) Considerable knowledge of modern policies and practices of public administration; working knowledge of municipal finance, human resources, public works, public safety, and community development.

- (B) Skill in preparing and administering municipal budgets; skill in planning, directing and administering municipal programs; skill in operating the listed tools and equipment.
- (C) Ability to prepare and analyze comprehensive reports; ability to carry out assigned projects to their completion; ability to communicate effectively verbally and in writing; ability to establish and maintain effective working relationships with employees, municipal officials and the public; ability to efficiently and effectively administer a municipal government.
- (D) Skill in operation of listed tools and equipment.
- (E) Ability to write, read, and speak the English language fluently. Ability to receive and understand oral and written instructions.
- (F) Must be a United States citizen.
- (G) Must possess a valid Pennsylvania driver's license at the time of appointment and throughout the term of employment.

TOOLS AND EQUIPMENT USED

Requires frequent use of personal computer, including word processing and spreadsheet programs; calculator, telephone, copy machine and fax machine.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 10 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderately quiet.

SELECTION GUIDELINES

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

SPECIAL CRITERIA

Must be bondable.

GENERAL CRITERIA

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The successful candidate must successfully pass a background investigation including criminal history, employment history, education history, credit check, etc.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

RECOMMENDED FOR APPROVAL BY:



Mark Alterici
Borough Council President

12-9-2020
Date

APPROVED BY THE BOROUGH COUNCIL ON THIS 9 **DAY OF**
December, 2020.



Ed Bryner
Mayor

12-9-2020
Date

**BOROUGH OF CHARLEROI
WASHINGTON COUNTY**

RESOLUTION NO. 9 OF 2020

WHEREAS, the Borough Council of the Borough of Charleroi, Washington County, Pennsylvania (hereinafter the "Borough") is desirous of amending the fees being charged for the collection of refuse;

WHEREAS, pursuant to the Borough Code the Borough of Charleroi is authorized to provide for changes in the amount and method of refuse collection charges for the collection, removal and disposal of garbage and refuse by the adoption of a Resolution from time to time;

NOW THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Charleroi as follows:

1. That the following charges for the collection, removal and disposal of garbage and refuse be as follows and they are hereby established as follows:

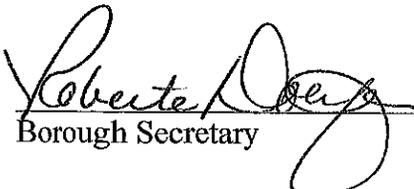
- a) A refuse collection charge in the amount of One Hundred Sixty-five and 00/100 Dollars (\$165.00) per annum, for the collection, removal and disposal of garbage and refuse is levied and assessed upon the owner of each building designed for or occupied by a single family for residential purposes.
- b) Billing shall be performed on a quarterly basis and the total charge shall be divided equally in four installments.
- c) There shall be a 5% discount for senior citizens at age 63 years, provided that the rate payer shall provide proof of date of birth to the Borough.
- d) There shall be a 2% discount for all accounts paid in full on the first billing. Should a qualified senior citizen discount holder pay in full on the first billing, they shall receive the additional 2% discount (totaling 7%).
- e) There shall be a 5% penalty for delinquent accounts with 2% accruing interest per month unpaid.

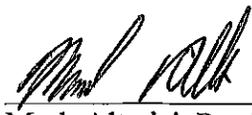
2. In all other respects, the other provisions of any prior rate resolution are hereby ratified and confirmed, as amended by this Resolution.

DULY ENACTED by the Borough Council of the Borough of Charleroi, Washington County, Pennsylvania, in lawful session assembled this 14 day of October, 2020.

ATTEST:

BOROUGH OF CHARLEROI


Borough Secretary


Mark Alterici, President of Council

RESOLUTION #8 OF 2020

THE BOROUGH OF CHARLEROI

Resolved by the Council of the Borough of Charleroi, Washington County, Pennsylvania, That

Whereas, that the Authority of the Borough of Charleroi requires an amended easement for purposes of a waterline conveyance, and

Whereas, an existing easement is in place for 334-338 Fallowfield Avenue, Charleroi, and

Whereas, the Council of the Borough of Charleroi desires to pursue enter into an amended easement for the purposes above, and

Whereas, such easement serves the interest of the general welfare of the Borough and its residents,

NOW THEREFORE, BE IT RESOLVED that Council of the Borough of Charleroi, Washington County, Pennsylvania, in accordance with the above, hereby authorizes the appropriate Borough officials to enter into an Amended Deed of Easement, as reviewed and approved by the Borough's Solicitor.

ADOPTED this _____ day of AUGUST, 2020.

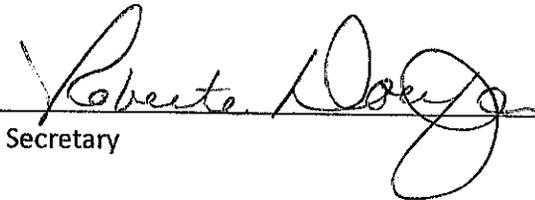
Attest:

Signature



President

Seal



Secretary

AMENDED DEED OF EASEMENT

THIS AMENDED DEED OF EASEMENT, made this 12 day of August, 2020, by and between:

THE BOROUGH OF CHARLEROI, of 334-338 Fallowfield Avenue, Charleroi, Pennsylvania 15022, hereinafter referred to as the "Grantor",

AND

THE AUTHORITY OF THE BOROUGH OF CHARLEROI, a Pennsylvania municipal authority having its principal place of business at 3 McKean Avenue, Charleroi, Pennsylvania 15022, hereinafter referred to as the "Grantee".

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Deed of Easement, dated as of the 12th day of January, 2017 and recorded in the Office of the Recorder of Deeds of Washington County, Pennsylvania on the 10th day of March, 2017, at Instrument No. 201706442; and

WHEREAS, said Deed of Easement grants to Grantee rights of construction, reconstruction, and maintenance of a waterline in and across Grantor's premises set forth and described in Deed Book Volume 2007, Page 12359 in the Office of the Recorder of Deeds of Washington County, Pennsylvania; and

WHEREAS, said Deed of Easement is attached and incorporated as a part hereof as Exhibit A; and

WHEREAS, the parties hereto wish and desire to amend said Deed of Easement as follows:

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States of America, unto them well and truly paid at or before the sealing and delivery hereof, the sufficiency and receipt of which are acknowledged, does hereby amend said Deed of Easement to hereby:

GRANT, BARGAIN, AND SELL unto said Grantee, its successors and assigns the right to construct, reconstruct, and perpetually maintain waterlines in, upon and across the said premises more fully set forth and described in Deed Book Volume 2007, Page 12359 in the Office of the Recorder of Deeds of Washington County, Pennsylvania. The water line easement shall be twenty feet (20') in width, together with such land that is necessary in and about, on and around the easement for the proper installation, construction, maintenance and reconstruction of said waterlines, the centerline of said easement being as described in Exhibit A. The location of said easement affecting said real property, owned by Grantor, is more precisely defined and shown on the the plans and maps of the Authority of the Borough of Charleroi, attached as part of Exhibit A

hereto and Grantor does further acknowledge and accept the same as set forth herein and therein. The Grantor further acknowledges and covenants that it will not construct buildings, structures or other improvements or obstructions in the easement area.

The parcel identification number of the aforesaid property is 160-032-00-02-0001-00.

TOGETHER with the right and privilege at any and all time to enter the premises or any part thereof for the purpose of constructing, reconstructing and maintaining the waterline, and for making connections therewith; all upon the conditions that the Grantee, its successors or assigns, will at all times, upon completing of work in connection with the construction, reconstruction or repair of the waterline, restore the surface of the premises to its original condition to which the same were found before such work was undertaken, and that in the use of the rights and privileges herein granted, the Grantee, its successors and assigns will not create a nuisance or do any act that will be detrimental to the premises. Notwithstanding the foregoing, the Grantee is hereby permitted to remove any trees, brush or plants of any type without there being additional compensation to the Grantor, and to keep the said right of way free and clear of any trees, brush or plants of any type as a part of its maintenance of the same.

TO HAVE AND TO HOLD all singular privileges of the aforesaid Grantee, its successors and assigns to and for the only proper use and on behalf of the Grantee, its successors and assigns, forever.

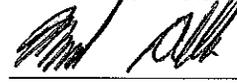
IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal on the day and year first written above.

WITNESS:


Roberta Doerfler, Secretary

GRANTOR:

BOROUGH OF CHARLEROI



Mark Alterici, Council President

COMMONWEALTH OF PENNSYLVANIA

:SS

COUNTY OF WASHINGTON

On this 21st day of August, 2020, before me a Notary Public, the undersigned officer personally appeared Mark Alterici, who acknowledged himself to be Council President of the Borough of Charleroi, and being authorized to so do, executed the foregoing instrument for the purposes therein contained by signed the name of the Borough of Charleroi himself as Mark Alterici.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MY COMMISSION EXPIRES


NOTARY PUBLIC
COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Debra Keefer, Notary Public
Rostraver Twp., Westmoreland County
My Commission Expires Aug. 28, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

AMENDED DEED OF EASEMENT

THIS AMENDED DEED OF EASEMENT, made this 12th day of August, 2020, by and between:

THE BOROUGH OF CHARLEROI, of 334-338 Fallowfield Avenue, Charleroi, Pennsylvania 15022, hereinafter referred to as the "Grantor",

AND

THE AUTHORITY OF THE BOROUGH OF CHARLEROI, a Pennsylvania municipal authority having its principal place of business at 3 McKean Avenue, Charleroi, Pennsylvania 15022, hereinafter referred to as the "Grantee".

RECITALS

WHEREAS, Grantor and Grantee are parties to that certain Deed of Easement, dated as of the 12th day of January, 2017 and recorded in the Office of the Recorder of Deeds of Washington County, Pennsylvania on the 10th day of March, 2017, at Instrument No. 201706442; and

WHEREAS, said Deed of Easement grants to Grantee rights of construction, reconstruction, and maintenance of a waterline in and across Grantor's premises set forth and described in Deed Book Volume 2007, Page 12359 in the Office of the Recorder of Deeds of Washington County, Pennsylvania; and

WHEREAS, said Deed of Easement is attached and incorporated as a part hereof as Exhibit A; and

WHEREAS, the parties hereto wish and desire to amend said Deed of Easement as follows:

WITNESSETH:

THAT THE GRANTOR, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States of America, unto them well and truly paid at or before the sealing and delivery hereof, the sufficiency and receipt of which are acknowledged, does hereby amend said Deed of Easement to hereby:

GRANT, BARGAIN, AND SELL unto said Grantee, its successors and assigns the right to construct, reconstruct, and perpetually maintain waterlines in, upon and across the said premises more fully set forth and described in Deed Book Volume 2007, Page 12359 in the Office of the Recorder of Deeds of Washington County, Pennsylvania. The water line easement shall be twenty feet (20') in width, together with such land that is necessary in and about, on and around the easement for the proper installation, construction, maintenance and reconstruction of said waterlines, the centerline of said easement being as described in Exhibit A. The location of said easement affecting said real property, owned by Grantor, is more precisely defined and shown on the the plans and maps of the Authority of the Borough of Charleroi, attached as part of Exhibit A

hereto and Grantor does further acknowledge and accept the same as set forth herein and therein. The Grantor further acknowledges and covenants that it will not construct buildings, structures or other improvements or obstructions in the easement area.

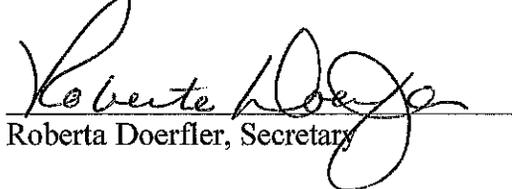
The parcel identification number of the aforesaid property is 160-032-00-02-0001-00.

TOGETHER with the right and privilege at any and all time to enter the premises or any part thereof for the purpose of constructing, reconstructing and maintaining the waterline, and for making connections therewith; all upon the conditions that the Grantee, its successors or assigns, will at all times, upon completing of work in connection with the construction, reconstruction or repair of the waterline, restore the surface of the premises to its original condition to which the same were found before such work was undertaken, and that in the use of the rights and privileges herein granted, the Grantee, its successors and assigns will not create a nuisance or do any act that will be detrimental to the premises. Notwithstanding the foregoing, the Grantee is hereby permitted to remove any trees, brush or plants of any type without there being additional compensation to the Grantor, and to keep the said right of way free and clear of any trees, brush or plants of any type as a part of its maintenance of the same.

TO HAVE AND TO HOLD all singular privileges of the aforesaid Grantee, its successors and assigns to and for the only proper use and on behalf of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal on the day and year first written above.

WITNESS:


Roberta Doerfler, Secretary

GRANTOR:

BOROUGH OF CHARLEROI


Mark Alterici, Council President

COMMONWEALTH OF PENNSYLVANIA

:SS

COUNTY OF WASHINGTON

On this _____ day of August, 2020, before me a Notary Public, the undersigned officer personally appeared Mark Alterici, who acknowledged himself to be Council President of the Borough of Charleroi, and being authorized to so do, executed the foregoing instrument for the purposes therein contained by signed the name of the Borough of Charleroi himself as Mark Alterici.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

MY COMMISSION EXPIRES

NOTARY PUBLIC

ATTEST:

GRANTEE:
AUTHORITY OF THE BOROUGH OF
CHARLEROI

Patrick Garman, Secretary

Walter Hopkins, Chairman

Prepared by:

The Lynch Law Group, LLC
Todd M. Pappasergi, Esq.
375 Southpointe Blvd., Suite 100
Canonsburg, PA 15317
(724) 776-8000



DEBORAH BARDELLA
 RECORDER OF DEEDS
 WASHINGTON, PA
 Pennsylvania

INSTRUMENT NUMBER
 201706442

RECORDED ON
 JAN 10, 2017
 2:41:54 PM

Total Pages: 3

RECORDING FEES \$66.50
 TOTAL PAID \$66.50

NO: 679570 USER: JF

DEED OF EASEMENT

THIS INDENTURE, made the 12 day of January, 2017 by and between

THE BOROUGH OF CHARLEROI, of 334-338 Fallowfield Avenue, Charleroi, Pennsylvania 15022, hereinafter referred to as the "Grantor".

AND

AUTHORITY OF THE BOROUGH OF CHARLEROI, a Pennsylvania municipal authority having its principal place of business at 3 McKean Avenue, Charleroi, Pennsylvania 15022 hereinafter "Grantee".

WITNESSETH that the Grantor, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) lawful money of the United States of America, unto them well and truly paid at or before the sealing and delivery hereof, the sufficiency and receipt of which is hereby acknowledged, and further consideration of the benefits to be derived by Grantor on account of the construction, reconstruction and maintenance by the Grantee of the waterline through Grantor's property hereinafter described and by these presents does grant, bargain and sell unto the said Grantee, its successors and assigns the right to construct, reconstruct and perpetually maintain a waterline in, upon and across the said premises more fully set forth and described in the Recorder's Office in and for the County of Washington, Commonwealth of Pennsylvania at Deed Book Volume 2007, Page 12359. The water line easement shall be twenty feet (20') in width, together with such land that is necessary in and about, on and around the said easement or easements for the proper installation, construction, maintenance and reconstruction of a waterline, the centerline of said easement or easements being said waterline as constructed and the description of said real property as set forth in said deed being hereby incorporated by reference. The location of said easement or easements affecting said real property owned by Grantor is more precisely defined and shown on plans and maps of the Authority of the Borough of Charleroi attached as an Exhibit to this Deed of Easement and the Grantor does further acknowledge and accept the location of the same as therein set forth. The Grantor further acknowledges and covenants that it will not construct buildings, structures or other improvements or obstructions within the easement area.

The Parcel Identification number of the aforesaid property is 160-032-00-02-0001-00

TOGETHER with the right and privilege at any and all time to enter the premises or any part thereof for the purpose of constructing, reconstructing and maintaining the waterline, and for making connections therewith; all upon the conditions that the Grantee, its successors or assigns, will at all times, upon completing of work in connection with the construction, reconstruction or repair of the waterline, restore the surface of the premises to its original condition to which the same were found before such work was undertaken, and that in the use of the rights and privileges herein granted, the Grantee, its successors and assigns will not create a nuisance or do any act that will be detrimental to the premises. Notwithstanding the foregoing, the Grantee is hereby permitted to remove any trees, brush or plants of any type without there being additional compensation to the Grantor, and to keep the said right of way free and clear of any trees, brush or plants of any type as a part of its maintenance of the same.

TO HAVE AND TO HOLD all singular privileges of the aforesaid Grantee, its successors and assigns to and for the only proper use and on behalf of the Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, said Grantor has hereunto set his hand and seal on the day and year first above written.

WITNESS:

GRANTOR:

THE BOROUGH OF CHARLEROI

Roberta Doez
Secretary

By: Paul Pivovarnik
Paul Pivovarnik, Council President

ATTEST:

GRANTEE

THE AUTHORITY OF THE BOROUGH OF CHARLEROI

Patrick Garman
Patrick Garman, Secretary

BY: Walter Hopkins
Walter Hopkins, Chairman

COMMONWEALTH OF PENNSYLVANIA

:SS

COUNTY OF WASHINGTON

On this 9 day of March, 2017, before me a Notary Public, the undersigned officer, personally appeared Paul Pivovarnik, who acknowledged himself/herself to be the Council President of the Borough of Charleroi, and that he/she as such Council President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Borough of Charleroi by himself/herself as Paul Pivovarnik.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Leigh Anne Dooley
NOTARY PUBLIC

My Commission Expires:

September 28, 2018

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Leigh Anne Dooley, Notary Public
Charleroi Boro, Washington County
My commission expires September 28, 2018

RESOLUTION #7 OF 2020
THE BOROUGH OF CHARLEROI

Resolved by the Council of the Borough of Charleroi, Washington County, Pennsylvania, That

Whereas, that the Borough of Charleroi participated in the Department of Community and Economic Development's (DCED) Strategic Management Planning Program, and

Whereas, one of the recommendations of said Program was the establishment and employment of a Borough Manager, and

Whereas, the Council of the Borough of Charleroi desires to pursue grants-in-aid available from DCED for partial funding of a Borough Manager's salary, and

Whereas, such application for a grant-in-aid serves the interest of the general welfare of the Borough and its residents,

NOW THEREFORE, BE IT RESOLVED that Council of the Borough of Charleroi, Washington County, Pennsylvania, in accordance with the above cited Program, hereby authorizes an application for a grant-in-aid to be submitted to DCED consistent with the Program and recommendations above.

ADOPTED this 12 day of AUGUST, 2020.

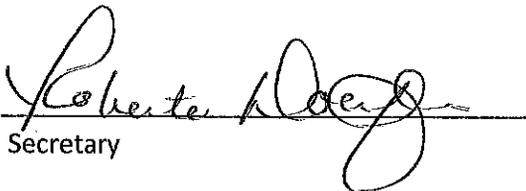
Attest:

Signature



President

Seal



Secretary

RESOLUTION #7 OF 2020

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Whereas, such application for a grant-in-aid serves the interest of the general welfare of the Borough and its residents,

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ADOPTED this 12th day of AUGUST, 2020.

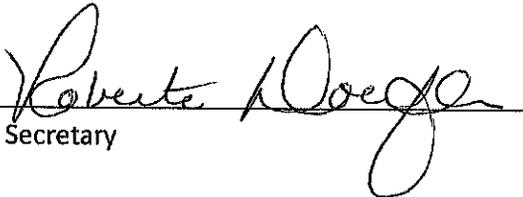
Attest:

Signature



President

Seal



Secretary

RESOLUTION #6 of 2020

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF CHARLEROI, ESTABLISHING CERTAIN PROCEDURES, RULES AND PENALTIES FOR THE CONDUCT OF EXECUTIVE SESSIONS.

WHEREAS, the Council for the Borough of Charleroi, as a deliberative and governing body for the Borough does hereby wish to establish certain rules for the conduct of executive sessions; and

WHEREAS, the Council for the Borough of Charleroi is mindful of its obligations to establish certain rules concerning the conduct of proceedings as part of its parliamentary authority; and

WHEREAS, the Council for the Borough of Charleroi has a compelling interest in protecting the attorney-client privilege from waiver or improper disclosure;

NOW THEREFORE, be it resolved and it is resolved, that the Council for the Borough of Charleroi, by this Resolution, does hereby adopt and enact the following procedures for the conduct of Executive Sessions:

I. Executive Sessions. According to State Law, Executive Sessions are defined as follows:

A. Purpose. Council may hold a meeting from which the public is excluded for one or more of the purposes as defined in State law.

(1) To discuss any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of performance, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the agency, or former public officer or employee, provided, however, that the individual employees or appointees whose rights could be adversely affected may request, in writing, that the matter or matters be discussed at an open meeting. The agency's decision to discuss such matters in executive session shall not serve to adversely affect the due process rights granted by law, including those granted by State law. The provisions of this paragraph shall not apply to any meeting involving the appointment or selection of any person to fill a vacancy in any elected office.

(2) To hold information, strategy and negotiation sessions related to the negotiation or arbitration of a collective bargaining agreement or, in the absence of a collective bargaining unit, related to labor relations and arbitration.

(3) To consider the purchase or lease of real property up to the time an option to purchase or lease the real property is obtained or up to the time an agreement to purchase or lease such property is obtained if the agreement is obtained directly without an option.

(4) To consult with its attorney or other professional advisor regarding information or strategy in connection with litigation or with issues on which identifiable complaints are expected to be filed.

(5) To review and discuss agency business which, if conducted in public, would violate a lawful privilege or lead to the disclosure of information or confidentiality protected by law, including matters related to the initiation and conduct of investigations of possible or certain violations of the law and quasi-judicial deliberations.

B. Attendance. Council may admit to an executive session persons necessary to carry out the purpose of the meeting. The persons may include, but are not limited to, agency staff, legal and technical advisors and individuals and their representatives who may be affected by matters to be discussed at an executive session. Council may also meet with auditors and legislative investigatory committees in an executive session.

C. *Procedure.* An executive session may be held during an open meeting, at the conclusion of an open meeting or may be announced for a future time at an open meeting. If Council conducts an executive session which was not announced at an open meeting, the agency shall give each of its members at least 24 hours' notice in advance of the time of the meeting unless all of the members of Council by unanimous agreement waive the requirement for the notice.

D. *Notice.* At the open meeting occurring immediately prior or subsequent to an executive session, the agency shall announce and include within its minutes, the date, time, location and purpose of the executive session. The purpose of an executive session may be explained by a general reference to the types or categories of subjects discussed at the session and need not identify with specificity persons or matters considered during the meeting.

E. *Official action.* Unless otherwise provided by law or exempt under State law (PA § 1.59 relating to exemptions), a meeting at which a quorum of the members of Council take official action with regard to matters discussed at an executive session shall be open to the public.

F. *Minutes.* The agency shall keep minutes of each executive session in the same manner required by State law (relating to minutes) for open meetings. The minutes of executive sessions do not constitute records available for public inspection and copying.

G. *Violation of Confidentiality*

- (1) Any Council member present at an executive session to have been found to divulge information determined to be attorney client privilege may be fined in an amount up to \$500, with the approval of a majority of Council members, and/or censured by a vote of a majority of Council members. The fine and/or censuring shall be acted on during a Council Meeting and shall be consistent with State law, Roberts Rules of Order, and the parliamentary rules of Council.

RESOLVED this 10th day of June, 2020.

Attest

Signature



President

Seal



Secretary

RESOLUTION #5 OF 2020
THE BOROUGH OF CHARLEROI

Resolved by the Council of the Borough of Charleroi, Washington County, Pennsylvania, That

Whereas, by virtue of Resolution #5 of 2020, adopted June 10, 2020, the Borough of Charleroi declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved December 16, 2008, and,

Whereas, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

Now, therefore, be it resolved that Council of the Borough of Charleroi, Washington County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following public records:

- Payroll records from 2012
- Bank reconciliations from 2012
- Magistrate receipts from 2012
- Inactive files from 2012
- Paid bills and check registers from 2012

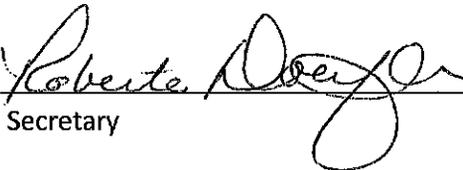
Attest:

Signature



President

Seal



Secretary

**INTERGOVERNMENTAL COOPERATION AGREEMENT AND
CONTRACT BY AND BETWEEN**

**THE BOROUGH OF CHARLEROI, WASHINGTON COUNTY,
PENNSYLVANIA**

AND

**THE AUTHORITY OF THE BOROUGH OF CHARLEROI,
WASHINGTON COUNTY, PENNSYLVANIA**

This Intergovernmental Cooperation Agreement and Contract (hereinafter, "Agreement") by and between the Borough of Charleroi, Washington County, Pennsylvania, a body corporate and politic with its principal offices at 338 McKean Avenue, Charleroi, Washington County, Pennsylvania 15022 (hereinafter, the "Borough") and the Authority of the Borough of Charleroi, a boy corporate and politic with its principal offices at 3 McKean Avenue, Charleroi, Washington County, Pennsylvania 15022 (hereinafter, the "Authority").

WHEREAS, contained within the Borough is a system of sewer lines for the handling and disposal of sanitary, storm water, and combined sewage produced from the residents and businesses of the Borough; and

WHEREAS, the Borough owns and is therefore responsible for the maintenance, upkeep, abandonment, and installation of said sewer lines within the Borough; and

WHEREAS, said sewer lines enter into an interceptor system owned and operated by the Authority; and

WHEREAS, said interceptor system transmits the sanitary, storm water, and combined sewage to a sewage treatment plant owned and operated by the Authority; and

WHEREAS, pursuant to separate agreement May 25, 1999, the Authority agreed to collect on behalf of the Borough monies from Borough residents and businesses to fund the Charleroi Borough Sewer Emergency Fund (hereinafter, "Emergency Fund"), said Emergency Fund being established by way of Borough Resolution No. 7 of 1999; and

WHEREAS, the conveyance of said sewage from the Borough's sewer lines to the Authority's interceptor system and sewage treatment plant is vital and necessary to the health, safety, and welfare of the residents and businesses of the Borough, surrounding areas, and the waters of the Commonwealth; and

WHEREAS, in an effort to assist in the sustainability of the waters of the Commonwealth, the Authority is undertaking a two-phase, Combined Sewer Overflow project (hereinafter, the "CSO Project"), as mandated and ordered by the Pennsylvania Department of Environmental Protection; and

WHEREAS, the Borough and the Authority recognize that a vital aspect of bringing the CSO Project to a successful conclusion is the continued viability of the Borough's sewer lines; and

WHEREAS, said viability of the Borough's sewer lines is also necessary to avoid further unnecessary expense in the form of a third phase of the CSO Project, which has the potential of requiring the construction of a new sewage treatment facility, which could cost in excess of \$50 million, costs that would be required to be passed on to the citizens and businesses of the Borough; and

WHEREAS, the Borough and the Authority jointly recognize that a further vital aspect of the continued proper conveyance and disposal of sanitary, storm water, and combined sewage in the Borough is the proper maintenance of the Borough's streets and catch basins.

NOW, THEREFORE, the Borough and the Authority, in their mutual desire to work together in continuing to protect the health, safety, and welfare of the residents and businesses of the Borough and surrounding areas, and based upon the mutual agreements herein contained, for good and valuable consideration, agree as follows:

1. Preamble. The Preamble to this Agreement is hereby incorporated as set forth in full herein.

2. Authority for Agreement. This Agreement is authorized under the Pennsylvania Intergovernmental Cooperation Act, as codified, 53 Pa.C.S. §§ 2301-2317; the Pennsylvania Borough Code, as codified, 8 Pa.C.S. §§ 101-3501; and, the Pennsylvania Municipal Authorities Act, as codified, 53 Pa.C.S. §§ 5601-5623.

3. Obligations of the Authority. Beginning on April 30, 2020, and on every April 30 for as long as this Agreement is in effect, the Authority shall pay to the Borough the sum of Sixty Thousand and 00/100 Dollars (\$60,000.00). Said payment is for the following purposes:

- a. To assist the Borough with the maintenance, upkeep, labor, costs, and expenses associated with the Borough's sewer lines; and
- b. To assist the Borough with the maintenance, upkeep, labor, costs, and expenses associated with the Borough's catch basins and public streets.

4. Obligations of the Borough. The Borough shall:

- a. Covenant and agree to use the Borough funds solely and exclusively in the manners outlined and described more fully in Paragraph 3, herein; and
- b. Covenant and agree that, so long as this Agreement is in effect and/or the Borough is receiving said monies described herein from the Authority, to not market, sell, convey, or otherwise transfer the Authority or any of its assets, liabilities, equipment, services, accounts, or other property to any entity, public or private.

5. Emergency Fund. The terms of the Emergency Fund agreement of May, 1999 and Borough Resolution No. 7 of 1999 notwithstanding, the Borough shall be permitted to use the Emergency Fund in a manner consistent with the purposes outlined in this Agreement, specifically Paragraph 3.

6. Powers and Scope of Agreement. Neither party shall have any additional powers granted to it other than that explicitly contained within this Agreement, and as further contained in the Pennsylvania Intergovernmental Cooperation Act, as codified, 53 Pa.C.S. §§ 2301-2317; the Pennsylvania Municipal Authorities Act, as codified, 53 Pa.C.S. §§ 5601-5623; the Pennsylvania Borough Code, as codified, 8 Pa.C.S. §§ 101-3501; and, any other applicable Pennsylvania statute.

7. Duration and Term. This Agreement shall be in effect from the date last indicated below through December 31, 2029. This Agreement shall automatically renew for additional ten-year terms beginning on January 1, 2030, and every ten years thereafter, unless written notice via certified, United States Mail, signature required, is received by one party from the other party no later than September 1, 2029, and every corresponding ten-year period thereafter.

8. Budget. The payments from the Authority to the Borough described herein in Paragraph 2 shall be rendered from the Authority's sewer division budget, including but not limited to general funds and CSO funds. The payments received by the Borough from the Authority shall be appropriated and deposited into the Borough's fund and budget for the Street Department and restricted to the purposes described herein in Paragraph 2. Each party shall be responsible for its own fees, expenses, and costs, including attorney's fees, related to the adoption, execution, and performance of this Agreement.

9. Notices. Any ordinary correspondence pertaining to this Agreement shall be sent via United States, First Class Mail and/or electronic mail to the following:

FOR THE BOROUGH:

Roberta Doerfler, Secretary
338 McKean Ave.
Charleroi, PA 15022
bcs0@charleroiборо.org

FOR THE AUTHORITY:

Charles Cardinale, General Manager
3 McKean Ave., PO Box 211
Charleroi, PA 15022
CharlesCardinale@abcwater.org

Any notices required pursuant to Paragraph 4 herein, or otherwise pertaining to a claim, dispute, cause of action, or demand for damages under or pertaining to this Agreement shall be sent to the above persons via certified, United States Mail, signature required, with copies to:

FOR THE BOROUGH:

Steven Toprani, Esq.
P.O. Box 184
Monongahela, PA 15063
stevetoprani@gmail.com

FOR THE AUTHORITY:

Todd M. Pappasergi, Esq.
Lynch Law Group, LLC
375 Southpointe Blvd., Suite 100
Canonsburg, PA 15317
tpappasergi@lynchlaw-group.com

10. Indemnification.

- a. The Borough agrees to indemnify and save harmless the Authority, its officers, directors, employees, solicitors, engineers, contractors, servants, and agents from and against any and all liabilities, claims, damages, losses, expenses (including attorney's fees) or costs for personal injuries (including death) and property damage whatsoever, including but not limited to, Borough's officers, directors, employees, solicitors, engineers, contractors, servants, and agents or whatsoever occurring that rise in any manner related to the subject matter of this Agreement, including but not limited to the maintenance, upkeep, labor, costs, and expenses associated with the Borough's sewer lines, public streets, and catch basins. Said indemnification shall be considered to include any act, omission, or neglect of Authority, or its officers, directors, employees, solicitors, engineers, contractors, servants, and agents in connection therewith, unless caused solely by the negligence or willful, knowing, or purposeful misconduct of the Borough.
- b. The Authority agrees to indemnify and save harmless the Borough, its officers, directors, employees, solicitors, engineers, contractors, servants, and agents from and against any and all liabilities, claims, damages, losses, expenses (including attorney's fees) or costs for personal injuries (including death) and property damage whatsoever, including but not limited to, Authority's officers, directors, employees, solicitors, engineers, contractors, servants, and agents or whatsoever occurring that rise in any manner related to the subject matter of this Agreement, including but not limited to the maintenance, upkeep, labor, costs, and expenses associated with the Authority's interceptor system and/or sewage treatment plant. Said indemnification shall be considered to include any act, omission, or neglect of Borough, or its officers, directors, employees, solicitors, engineers, contractors, servants, and agents in connection therewith, unless caused solely by the negligence or willful, knowing, or purposeful misconduct of the Authority.

11. Independent Contractors. Notwithstanding anything contained herein, each of the parties hereto are and shall remain independent contractors and this Agreement shall not create any employment, agency, partnership, or co-venture relationship and, except as specifically set forth herein, neither party may incur debt or any financial obligations in the name of the other.

12. Compliance with Laws, Ordinances, Rules, and Regulations. All activities performed by any party hereunder shall be performed in accordance with all applicable statutes and ordinances including those of the Commonwealth of Pennsylvania and the County of Washington.

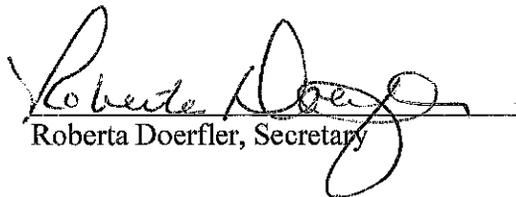
13. Effective Date. This Agreement shall become effective as of the date last written below.

14. Default. Should either party breach or otherwise become in default under this Agreement, the non-breaching party shall notify the breaching party, in writing, of said default. Upon notice being given of said breach or default, the breaching party shall have fifteen (15) days to cure said breach or default. Should said breach or default not be cured, the non-breaching party shall have any and all rights afforded to it under law and/or equity, including but not limited to (a) enforce or require specific performance of this Agreement; and/or (b) seek any and all monetary and economic damages, claims, liabilities, or the like. The non-breaching party shall have all remedies available to it in isolation or conjunction, and may pursue any and all such remedies available, without limitation.

15. Entire Agreement; Miscellany. This Agreement and the resolutions and/or ordinances enacted by each party related hereto and attached hereto as Exhibits A and B, shall constitute the full and complete understanding and agreement between the parties. This Agreement may be signed in counterparts, the combination of which shall be treated as a single, binding, executed document. Signatures executed and received by way of facsimile or email/Portable Document Format (.pdf) shall be treated as original signatures. No provision of this Agreement shall be construed to create any rights in any third party not a party to this Agreement. This Agreement may only be altered in writing signed by the parties hereto. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania. The resolution of any conflicts or disputes arising hereunder shall be under the exclusive jurisdiction and venue of the Court of Common Pleas of Washington County, Pennsylvania.

INTENDING TO BE LEGALLY BOUND HEREBY, the parties to this Agreement hereby affix their signatures and seals as of the dates written below:

ATTEST:


Roberta Doerfler, Secretary

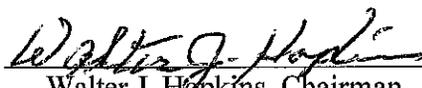
BOROUGH OF CHARLEROI:

By: 
Mark Alterici, Council President
Dated: April 13, 2020

ATTEST:


Patrick Garman, Secretary

AUTHORITY OF THE BOROUGH
OF CHARLEROI:

By: 
Walter J. Hopkins, Chairman
Dated: March 17, 2020

RESOLUTION NO. # 4 OF 2020

**AUTHORITY OF THE BOROUGH OF CHARLEROI, COUNTY OF WASHINGTON,
COMMONWEALTH OF PENNSYLVANIA**

WHEREAS, the Authority of the Borough of Charleroi is authorized and incorporated by the Borough of Charleroi, and is a body corporate and politic, organized under and pursuant to the Pennsylvania Municipal Authorities Act, 53 Pa.C.S. §§ 5601, et seq.; and

WHEREAS, the Borough of Charleroi, County of Washington, Commonwealth of Pennsylvania is a body corporate and politic, organized under and pursuant to the Pennsylvania Borough Code, 8 Pa.C.S. §§ 101, et seq.; and

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S §§ 2301, et seq., local government units, such as the Borough and the Authority, are encouraged and permitted to enter into intergovernmental cooperation agreements for the betterment and furtherance of the health, safety, and welfare of the citizenry; and

WHEREAS, the Authority and the Borough wish and desire to enter into an intergovernmental cooperation agreement for the furtherance and betterment of the Borough's existing sewage and streets infrastructure.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority of the Borough of Charleroi, at a duly called and advertised meeting this 17th day of March, 2020:

1. The Intergovernmental Cooperation Agreement made a part of and attached hereto as Exhibit A is authorized and to be entered into as of the date first written above.
2. The mandates of 53 Pa.C.S. § 2307 (related to content of resolution) are accurately and fully contained within the Intergovernmental Cooperation Agreement, and are made a part of and incorporated fully in this Resolution.
3. This Resolution shall become effective immediately upon the signature of the Chairman of the Board of the Authority.

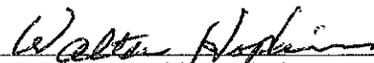
ADOPTED AND RESOLVED, by a vote of 4 Yeas and 0 Nays, this 17th day of March, 2020.

ATTEST:

AUTHORITY OF THE BOROUGH OF
CHARLEROI:



Patrick Garman, Secretary

By: 

Walter Hopkins, Chairman

EDWARD BRYNER ABSTAINED FROM ACTION ON THIS RESOLUTION.

RESOLUTION NO. 3 OF 2020
BOROUGH OF CHARLEROI
WASHINGTON COUNTY, PENNSYLVANIA

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF CHARLEROI, WASHINGTON COUNTY, PENNSYLVANIA, TO EXTEND THE EMERGENCY DECLARATION OF THE MAYOR IN RESPONSE TO THE COVID-19 PANDEMIC.

WHEREAS, as the COVID-19 Pandemic threatens to cause injury, damage, and sufferings to the persons and property of the Borough of Charleroi; and

WHEREAS, Emergency Management measures are required to reduce the severity of this disaster and to protect the health, safety, and welfare of residents in the Borough of Charleroi; and

WHEREAS, a State of Emergency has been declared by the President of the United States, and the Governor of the Commonwealth of Pennsylvania due to the COVID-19 Pandemic; and

WHEREAS, on March 17, 2020, Mayor Edward M. Bryner, in conjunction with the Council, declared a local Emergency Declaration effective on that date and time, which would continue, by directive of the Declaration to expire on April 1, 2020, but under the Code, may expire in 7 days; and

WHEREAS, Title 35 Health and Safety, Part 5 Emergency Management Services, Chapter 75 Section 7501 (b) requires the governing body of a political subdivision to authorize the continuation of the Emergency Declaration as issued by the Mayor; and

WHEREAS, the Council of the Borough of Charleroi wishes to extend the Emergency Declaration in the Borough of Charleroi until concurrent State of Emergency Status is rescinded by the United States of America, the Commonwealth of Pennsylvania, and the County of Washington;

NOW THEREFORE BE IT RESOLVED, that the Council of the Borough of Charleroi hereby extends Mayor Edward M. Bryner's Emergency Declaration in the Borough of Charleroi, Commonwealth of Pennsylvania, due to the COVID-19 Pandemic.

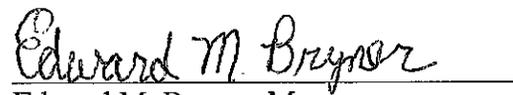
RESOLVED this 8 day of April 2020.

ATTEST:


Borough Secretary

BOROUGH OF CHARLEROI


Mark L. Alterici, President of Council


Edward M. Bryner, Mayor



RESOLUTION # 1 of 2020

BY MUNICIPALITY CERTIFYING PROVISION OF LOCAL MATCH FOR
STATE OPERATING FINANCIAL ASSISTANCE

The **BOROUGH of CHARLEROI** resolves and certifies that it will provide the

MID MON VALLEY TRANSIT AUTHORITY (MMVTA)

with local funds in the amount of **\$6,935.00** in order to match state funds provided pursuant to 74 Pa. C.S. Section 1513 in **Fiscal Year 2020-2021** (July 1, 2020 - June 30, 2021).

Further, the **BOROUGH of CHARLEROI** resolves and certifies that the required amount of local matching funds will be provided no later than the end of the State Fiscal Year - **JUNE 30, 2021**.

I, Roberta Doerfler, Borough Admin of the
(Name) (Official Title)

BOROUGH of CHARLEROI do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the **BOROUGH of CHARLEROI COUNCIL** held the 11th day of March, 2020.

By: Roberta Doerfler 3-11-2020
(Signature) (Date)

Kindly return to the following by **MARCH 31, 2020**:

Mid Mon Valley Transit Authority
Attn: Nancy Basile
1300 McKean Avenue
Charleroi, PA 15022
724-489-0880
FAX 724-489-0750
E-MAIL nbasile@mmvta.com



On the Move... for You!

Your continued support of public transportation in the Mon Valley is greatly appreciated!



April 21, 2020

Ms. Roberta Doerfler
Borough of Charleroi
338 Fallowfield Avenue
Charleroi, PA 15022

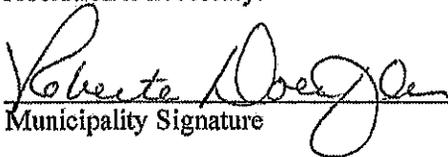
Re: Washington County
Borough of Charleroi
AT-GRADE CROSSING
Second Street, Fifth Street, Eighth Street and Tenth Street
DOT # 507 753 K, 507 754 S, 507 755 Y, and 507 756 F

Dear Ms. Doerfler:

As you may be aware, the Commonwealth of Pennsylvania, Department of Transportation (the Department) is filing an application with the Pennsylvania Public Utility Commission (PUC) for the approval to install new warning devices where Second Street, Fifth Street, Eighth Street and Tenth Street crosses, at-grade, the tracks of Norfolk Southern Railway Company (DOT # 507 753 K, 507 754 S, 507 755 Y, and 507 756 F) located in the Borough of Charleroi, Washington County.

This action is in accordance with the Section 130 Federal Rail Safety Program, which provides 100 percent Federal funding for the construction of railroad warning devices on public roads. The Railroad will seek reimbursement from the Department for 100 percent of the construction costs.

Please sign, date, and affix the Borough of Charleroi seal at the space provided on this letter and return the original to the District office. Please also provide a resolution agreeing to allow the Department to file this application on your behalf, and authorizing the Department to issue Notice to Proceed letters to the railroad for design and/or construction. If a resolution is not provided it will be presumed that by signature, date, and seal of this letter that you concur with these conditions and authority is granted, and no resolution is necessary.


Municipality Signature

5-13-2020 (Municipality Seal)
Date

As a result of this action, the City will receive a copy of the application that will be made by the Department to the PUC, which will then be followed by a letter from the PUC advising of a subsequent field conference at the crossing. Should there be any questions with regards to this matter, please contact Thomas A. Ryczek Jr. at (724) 439-7190.

Sincerely,

Thomas A. Ryczek Jr.
Grade Crossing Administrator
Engineering District 12-0
Department of Transportation

BOROUGH OF CHARLEROI
WASHINGTON COUNTY, PENNSYLVANIA
RESOLUTION NO. 4

A RESOLUTION OF THE COUNCIL OF CHARLEROI, WASHINGTON COUNTY, AUTHORIZING PENNDOT TO REQUEST RAILROAD CROSSING UPGRADES AT SECOND STREET, FIFTH STREET, EIGHTH STREET AND TENTH STREET FROM THE PENNSYLVANIA PUBLIC UTILITY COMMISSION.

WHEREAS, Second Street, Fifth Street, Eighth Street and Tenth Street are a public roadway under the jurisdiction of the Borough of Charleroi; and

WHEREAS, a railroad operates through the Borough of Charleroi, which Railroad maintains a crossing over Second Street, Fifth Street, Eighth Street and Tenth Street; and

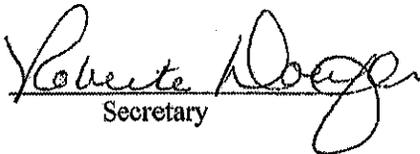
WHEREAS, in order for the improvements to the warning devices to be made pertaining to the railroad crossing, such improvements must be submitted to the Pennsylvania Public Utility Commission ("PUC") by and through the Pennsylvania Department of Transportation ("PennDOT");

NOW THEREFORE, IT IS HEREBY RESOLVED by the Council of Charleroi as follows:

1. PennDOT is authorized on behalf and for the Borough of Charleroi to request approval of the PUC to install or permit the installation of crossing upgrades, including, but not limited to, appropriate warning devices at the railroad crossing at Second Street, Fifth Street, Eighth Street and Tenth Street in the Borough of Charleroi.
2. PennDOT is authorized on behalf and for the Borough of Charleroi to issue Notice to Proceed letters to the Railroad for design and/or construction at the railroad crossing at Second Street, Fifth Street, Eighth Street and Tenth Street in the Borough of Charleroi.

RESOLVED, this 13 day of May, 2020, in public meeting duly noticed and assembled.

ATTEST:


Secretary

BOROUGH OF CHARLEROI

By: 
(Position & Title)

CERTIFIED true and correct copy of Resolution No. 4 adopted 5-13-20 by the Council of Charleroi.