Governing Bodies' Authorizing Resolution Charleroi Borough Resolution #4 of 2021

WHEREAS THE Borough of Charleroi will be undertaking a project under the Strategic Management Planning Program for the Borough Manager salary and benefits subsidy grant

AND

WHEREAS THE Borough of Charleroi wishes to participate in said project

AND WHEREAS THE Pennsylvania Department of Community and Economic Development makes available grants-in-aid to such projects through the Strategic Management Planning Program,

NOW THEREFORE, BE IT RESOLVED that the Council of the Borough of Charleroi hereby authorizes the President to make application for such a grant on our behalf.

AND BE IT FURTHER RESOLVED that the Council of the Borough of Charleroi hereby allocates local resources in the amount of 50% to the said project.

Adopted this July 14, 2021, by Charleroi Borough Council

Attest

Charleroi Borough

Mark Alterici, President of Council

RESOLUTION #3 OF 2021

THE BOROUGH OF CHARLEROI

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

Whereas, by virtue of Resolution #2 of 2021, adopted June 14, 2018, 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 approve 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 2013
- Bank reconciliations from 2013
- Magistrate receipts from 2013
- Inactive files from 2013
- Paid bills and check registers from 2013
- Bank reconciliations from 2013

Attest:

Seal

Signature Minim

President

Secretary

Appendix II - Authorized Official Resolution

Resolution #2 of 2021

Charleroi Borough

Be It RESOLVED, that the <u>Borough of Charleroi</u> of <u>Washington County</u> hereby request a Greenways, Trails and Recreation Program (GTRP) grant of <u>\$250,000</u> from the Commonwealth Financing Authority to be used for the <u>Woodland Avenue Park Project</u>

Be it FURTHER RESOLVED, that the Applicant does hereby designate <u>Mark Alterici</u>, <u>Council President</u> and <u>Roberta Doerfler</u>, <u>Borough Administrator/Secretary</u> as the officials to execute all documents and agreements between the <u>Borough of Charleroi</u> and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, <u>Roberta Doerfler</u>, duly qualified Secretary of the <u>Borough of Charleroi of Washington County</u>, <u>PA</u>, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the <u>Council</u> at a regular meeting held on <u>May 12, 2021</u> and said Resolution has been recorded in the <u>Minutes of the Borough of Charleroi</u> and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the <u>Borough of Charleroi</u>, this 12th day of May, 2021

Borough of Charleroi

Washington County

Secretary

RESOLUTION # 1.0/ 2021

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 **\$7,282.00** in order to match state funds provided pursuant to 74 Pa. C.S. Section 1513 in **Fiscal Year 2021–2022** (*July 1, 2021 – June 30, 2022*).

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, 2022**.

I, Mark Alterici (Name)	President of Council of the (Official Title)
BOROUGH of CHARLEROI do hereby certi	fy that the foregoing is a true and correct
copy of the Resolution adopted at a regul	
CHARLEROI COUNCIL held the/0 +h day	y of March, 2021.
By: Must Mile (Signature)	3-10-21 (Date)
· -	

Kindly return to the following by **MARCH 31, 2021**:

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!

Contract Extension

COMMUNITY BUS SHELTER AGREEMENT BETWEEN THE MID MON VALLEY TRANSIT AUTHORITY AND THE BOROUGH OF CHARLEROI

This letter of agreement extends the previous contract referenced above and dated **SEPTEMBER 9**, **2004**.

The contract extension is between the following parties named in the Agreement attached.

- (1) MID MON VALLEY TRANSIT AUTHORITY ("MMVTA")
- (2) BOROUGH OF CHARLEROI ("MUNICIPALITY")

It is agreed that these parties extend the contract as follows:

THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AS LONG AS MMVTA-OWNED, PUBLIC TRANSIT BUS SHELTERS REMAIN IN THE MUNICIPALITY, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.

ALL TERMS AND CONDITIONS STATED IN THE ORIGINAL CONTRACT WILL REMAIN THE SAME UNDER THIS AGREEMENT EXTENSION,

The parties hereto have executed this Agreement e	xtension on $March 10$, 2021.
	FOR MMVTA:
ATTEST:	
ATTEST: Kabeite Dongon	FOR THE BOROUGH OF CHARLEROI:

MMVTA COMMUNITY SHELTERS					
MUNICIPALITY	DESCRIPTION	LOCATION	ELECTRICITY	SIZE	AD CAN
Charleroi Borough	Fallowfield Ave. (Rt. 88) W/L @ 9th St.	Across from Char House	no	4 X 8	no
Charleroi Borough	Fallowfield Ave. (Rt. 88) W/L 30' S/O 7th St.	Across from Library	yes	6 X 13	yes
Charleroi Borough	McKean Ave. & 1st St.	Dollar General	yes	6 X 13	yes



Mid Mon Valley Transit Authority

1300 McKean Avenue • Charleroi, PA 15022

On the Move ... for You!

February 5, 2021

To the Borough of Charleroi Mayor, Council Members & Borough Staff:

I am writing this on behalf of the Mid Mon Valley Transit Authority (MMVTA), of which, your community is a valued member.

There are two items that we are requesting your community's consideration in addressing at your earliest convenience. These items are as follows:

- 1) FY 2021-2022 LOCAL MATCH COMMITMENT RESOLUTION It is once again time to request your consideration in approving the enclosed resolution. Its purpose is to certify that your community will provide a portion of the required matching funds needed to qualify to receive a State Operating Assistance grant for our upcoming fiscal year which begins July 1, 2021 and ends June 30, 2022. This State grant is MMVTA's primary source of funding used to fund public transit service operations in your area. No payment is due at this time.
- 2) <u>CONTRACT EXTENSION BUS SHELTER AGREEMENT</u> Your community's Bus Shelter Agreement has expired. The MMVTA is requesting consideration in approving an extension to your community's existing bus shelter agreement by keeping the Agreement in effect as long as the shelter remains operational (or until both parties mutually agree to cancel or change the Agreement). Enclosed please find the original Agreement and a Contract Extension for your review and presentation for approval if agreeable.

If you should have any questions or require further information, please do not hesitate to contact me or the MMVTA Executive Director, Ashley Seman. Your timely action regarding these matters would be greatly appreciated!

Thank you for your continued support!

Sincerely, Chancy Basile

Nancy Basile

Director of Finance & Funding

Enclosures, as noted

cc: Community Board Representative

Phone: 724-489-0880 • Fax: 724-489-0750 • www.mmvta.com

RESOLUTION #5 of 2004 FOR EXECUTION OF AGREEMENTS REGARDING THE MID MON VALLEY TRANSIT AUTHORITY BUS SHELTER PROJECT

BE IT RESOLVED, by authority of the Borough of Charleroi
and it is hereby resolved that Walter J. Hopkins, President and
Mark Alterici, Vice President
representing said municipality or organization, be authorized and directed to
sign duly approved Agreements, as applicable, on its behalf regarding the above-
referenced matter and that Elaine T. Martinko, Borough Secretary
be authorized and directed to attest to the same.
Municipality:
ATTEST:
Name: Elaine T. Martinko Title: Borough Secretary
(SEAL)
SIGNATURES OF AUTHORIZED SIGNATORIES:
Watter J. Applicies Date: Sept. 9, 2004
Name: Walter J. Hopkins Title: President
Mel Alteria Date: Sept. 9, 2004
Name: Mark Alterici

Title: Vice President

Agreement Between

MID MON VALLEY TRANSIT AUTHORITY

1300 McKean Avenue Charleroi, PA 15022 ("MMVTA")

and

BOROUGH OF CHARLEROI

("Municipality")
4th & Fallowfield Avenue
Charleroi, PA 15022

THIS CONTRACT is made and entered into this 4 day of Sept 2004, by and between MMVTA, a municipal authority duly organized authorized under the laws of the Commonwealth of Pennsylvania, and Municipality, which has been duly organized under the laws of the Commonwealth of Pennsylvania.

NOW THEREFORE, intending to be legally bound hereby, the parties, with full authority under law, and with the affirmative Resolution of their respective governing bodies, duly enacted and recorded, hereby promise, agree and covenant, as follows:

GRANT OF RIGHT. Municipality hereby grants MMVTA, for the term herein described, the exclusive right to construct, erect, install, repair, and maintain shelters at bus stop locations throughout the Municipality's service area, subject to MMVTA mutually agreeing to each said location and subject to the MMVTA's compliance with the applicable ordinances of the Municipality. The right is intended to include both existing bus stop locations and those created at any time during the term hereof. Moreover, such right shall pertain to and include all bus stops serviced in the Municipality, whether on land owned or leased by the Municipality, on land over which the Municipality has obtained easement rights, or at other locations approved by the Municipality.

The Municipality shall not be required to grant permission to construct, erect, or install a bus shelter on a utility easement unless additional easement(s) is obtained from the property owner to allow sufficient access for utility maintenance as determined by the owner and the Municipality. However, where the right to erect shelters is governed by County or State regulations with reference to right-of-way considerations outside the jurisdiction of the Municipality, MMVTA shall be solely responsible for obtaining any and all easements for the placement of shelters. In the event a location is on a State road, the Municipality shall cooperate with MMVTA in making application to the State for permits to erect bus shelters on the right-of-way. This agreement shall be without prejudice to the

Municipality's right to increase, decrease or otherwise adjust or terminate the level and mutes of its service to the riding public.

DUTIES AND OBLIGATIONS OF THE COMPANY. MMVTA shall comply with all terms and conditions of this contract and will undertake the tasks and obligations herein at its sole expense with respect to the erection and maintenance of shelters at various bus stop locations throughout the Municipality service area, as directed by the Municipality:

INSPECTION. MMVTA shall inspect, clean, repair, and otherwise maintain the bus shelters as necessary. Safety issues related to broken glass shall be given top priority with a clean up response as quickly as possible. Graffiti removal shall be addressed as quickly as possible following a reported or sited tagging. Failure to maintain a bus shelter may result in the Municipality taking action to maintain the shelter and back charging the MMTVA for reasonable and verified expenses incurred by the Municipality.

ILLUMINATION. MMVTA may illuminate the advertising display on the bus shelters. MMTVA shall be responsible for all bills resulting for illumination. The Municipality shall assist the MMVTA by allowing the MMVTA to hook into an electrical source provided by the Municipality. The Municipality shall work with MMVTA to help insure that illumination of the bus shelter units is accomplished by hooking into the nearest point of electricity, primarily any Municipality or county street light that is located in close proximity to the bus shelter.

INSURANCE. MMVTA shall procure and maintain at all times insurance against claims for injuries to persons or damages to property which may proximately arise from, or in connection with the performance of the work hereunder by the MMVTA, its agents, representatives, employees or subcontractors for the duration of this contract. MMVTA shall procure and maintain a general liability insurance policy of no less than \$1 million dollars, combined single limit per occurrence for bodily Injury, personal injury and property damage. MMVTA shall also procure and maintain an automobile liability insurance policy. MMVTA shall, upon request of the Municipality, deliver to the Municipality a certificate of insurance as proof of the required liability insurance coverage.

INDEMNIFICATION. MMVTA shall defend, indemnify, save and hold harmless the Municipality, its officials and employees, from and against any and all claims, liabilities, losses, actions, damages, and causes of action including reasonable attorney's fees, and will, for and on behalf of the Municipality, defend any and all claims, actions, demands, suits, which may arise out of MMVTA's activities under this Agreement, whether in law or in equity, including all acts on the part of MMVTA, its employees, agents and representatives. MMVTA shall pay claims and losses under this Agreement, and shall defend all suits in the name of the Municipality, its officials and/or employees, and shall pay all costs and judgments which may issue thereon. MMVTA agrees to indemnify the Municipality up to the limits specified in its insurance policy.

ADVERTISING. MMVTA agrees only displays of a high quality standard with regard to artwork and advertising content will be shown. MMTVA must also ensure the following: Advertisements shall conform to recognized business standards and shall not conflict with the laws of the United States or any state or political subdivision thereof;

Graphics, artwork, and copy of the advertisements are expected to be of high quality and

good taste;

Vulgar, disreputable or other advertisements that may be offensive to the public shall not

be acceptable;

Advertising of liquor, tobacco products, and gambling will be not allowed, nor will ads for political parties, political candidates, or political comment or content. Only commercial advertisements will be allowed.

All advertisements shall be displayed in a neat and workmanlike manner, and MMVTA shall remove all advertising which is torn or is otherwise unsightly in appearance.

The Municipality reserves the right to require MMVTA to promptly remove, at the MMVTA's expense, any advertising, which in the opinion of the Municipality, is unsightly in appearance.

MMVTA further agrees to remove dated advertising no later than fifteen (15) days

following the final date of an advertised event or offer.

SURFACE RESTORATION AND LANDSCAPING. MMVTA shall repair to original condition, or replace all structures or facilities on public or private property, which may have been damaged during construction, operation or removal of bus shelters, either owned by MMVTA or the Municipality if the MMVTA has performed such construction. The work shall include but not be limited to sidewalks, driveways, posts, poles, walls, fences, gates, footing, trees, shrubs, lawns sprinklers, curbs, gutters, utilities (both overhead and underground), manholes, catch basins, inlets, parkways, parkway drains, street surfaces, and landscaping in the parkway areas. The work shall include furnishing and replacing planting soils, trees, shrubs, grass, sod and other ground over planting as required to conform to the original surface condition and cross section as specified, and cleanup and removal of all surplus materials, rubbish and trash of every nature remaining after the construction has been completed. MMVTA further agrees to repair or replace public or private property in a manner acceptable to the owner or THE Municipality. All repairs shall incorporate materials and methods similar to those used in the original structure, unless otherwise specified or approved.

INSTALLATION OF SHELTERS. MMVTA agrees to install bus shelters at various locations during the first 12 months of this contract (subject to all permitting requirements). Additional bus shelters may be installed if mutually agreed upon by the Municipality and MMVTA. Within 30 days from the execution of this Agreement, MMVTA shall submit to the Municipality a list of locations for the number of bus shelters set forth immediately above. The Municipality reserves the right to withhold its approval as to the installation of a bus shelter at a particular location, and if the Municipality should determine in its sole discretion, that any proposed location is unsuitable due to traffic flow hazard or other public safety reasons, then the parties shall mutually agree upon an alternative location(s). The Municipality shall be deemed to have approved the locations

for bus shelters if the Municipality does not disapprove, in writing, such locations within 15 days of the Municipality's receipt of MMVTA's written declaration of such locations. All bus shelters installed during the term of the Agreement shall be installed and maintained in accordance with the requirements of all applicable building codes of the Municipality. The Municipality will grant MMVTA the first right of refusal to install bus shelters on Municipality owned property, including "Park and Ride" lots and rail stations under the same terms herein.

CONTINUING MAINTENANCE OBLIGATION. MMVTA shall maintain all the bus shelters which it erects or places at agreed upon locations. MMVTA shall clean ten (10) feet away from each side of the bus shelter, all trash and debris within the public right-ofway including curb and gutter. The trash shall be removed bi-monthly from the public right-of-way as needed. Further, MMVTA shall be responsible for the cleaning, repairing or replacement of all bus shelter parts, including advertising material, signs and visual displays placed upon the shelters. However, MMVTA shall not be responsible for the maintenance or repair of any sidewalks, walkways, or curbs to which the shelters are attached, unless such sidewalk, walkways or curbs have been damaged through the direct and proximate acts or omission of MMVTA, its agents, subcontractors, or employees; EXCEPT for those portions of the sidewalks, walkways or curbs, located within the bus shelters themselves, which MMVTA shall be responsible for maintaining at its own cost and expense. In the event a bus shelter is not maintained in good repair and in clean condition as determined by the Municipality, the Municipality shall notify MMVTA in writing and repairs will commence as per this Agreement. If the condition is not corrected to the Municipality's satisfaction within five (5) working days after the date of the written notice, the Municipality shall have the right to repair said bus shelter and otherwise correct the deficiency and back charge MMVTA for the reasonable costs of such repair (inclusive of personnel expense, labor and materials), or the corrective action taken.

RIGHT OF MMVTA TO REMOVE INDIVIDUAL SHELTERS. Except as provided for in this Section, MMVTA shall not remove any bus shelter installed at a bus stop location during the term of this Agreement without first having obtained written consent of the Municipality. It is agreed, however, that MMVTA shall have the right to remove any bus shelter after ten (10) days written notice to the Municipality without seeking prior approval from the Municipality in the event that such shelters have been subjected to chronic or repeated vandalism. For purposes hereof, the phrase chronic or repeated vandalism shall be defined as damages inflicted to an individual shelter during any three (3) consecutive month period which require cumulative expenditures and repair costs that exceed \$600.00.

RELOCATION OF SHELTERS. In the event of a change in bus stop or other transportation system designation, changes in street design or rights-of-way, or changes the Municipality deems necessary for the public health, safety, welfare and convenience, or changes in demographics which materially affect the pedestrian vehicular traffic flow at or near a bus shelter established in connection herewith, MMVTA shall, at the Municipality's written request, relocate a designated bus shelter to another location mutually agreed to by

the Municipality and MMVTA. The expense in connection with such relocation shall be borne by MMVTA, and MMVTA shall act expeditiously in order to relocate such shelter. In the event a change of street design or right-of-way location shall require the relocation of a bus shelter, MMVTA shall coordinate its work with the contractor or other personnel performing labor in connection with the change of street design or right-of-way location in order to accomplish the relocation of the bus shelter on the street right-of-way.

COMMUNITY SERVICE. MMVTA shall provide an advertisement box for a Municipality public advertising message on a space available basis. In no event shall a paying customer be removed from an ad space for the Municipality's message. The Municipality shall be responsible for supplying all necessary ad materials. MMVTA, however, will install at no cost to the Municipality, such public advertisements.

TERM. This Agreement shall become effective upon execution by the parties hereto and shall remain in full force and effect for a period of ten (10) years, beginning with the actual date the Agreement is signed by the Municipality. Upon completion of the initial term, the Agreement shall be renewed for an additional five (5) years provided its terms and conditions are finalized no later than 120 days prior to the expiration of the initial term.

Notwithstanding anything contained elsewhere herein, TERMINATION. Municipality shall have the unilateral right to cancel and terminate this Agreement in the event that MMVTA dissolves. In such event, MMVTA shall have the absolute right and responsibility to remove all existing bus shelters. Otherwise, neither party shall terminate or cancel this Agreement, whether by court action or otherwise, unless there is a material default by the other party. A material default shall be any breach of an express obligation set forth in this Agreement, unless the default is attributable to an event of force majeure. Prior to termination, the non-defaulting shall notify the defaulting party of its intent to terminate the Agreement, and the defaulting party shall have such amount of time as is reasonably necessary to cure such default, but not in excess of 30 days. Neither party shall be obligated to perform and neither shall be deemed to be in material default hereunder if performance of an obligation is prevented by the occurrence of any of the following: acts of God; strikes; lockouts other industrial disturbances; acts of the public enemy; laws, rules and regulations of applicable governmental bodies; wars or warlike action (whether actual, impending, or expected and whether de jure or de factor); arrest or other restraint of government (civil or military); insurrections and riots; landslides, earthquakes, fires, hurricanes, storms, floods or washouts; or any other causes whether for the kind herein enumerated or otherwise, that are not reasonably within the control of the party asserting a material default.

APPROVALS. MMVTA shall obtain any and all necessary municipal, county and state approvals or licenses of any kind that might be required as a condition of installing the proposed bus shelters. The Municipality agrees that if there are state licenses or permits that can be obtained only by the Municipality as a public entity, the Municipality shall cooperate with MMVTA in obtaining such licenses or permits, with the understanding that MMVTA will handle as much of the permitting or licensing as possible. The cost of

obtaining any such permits shall be borne by MMVTA, and Municipality shall not be charged for any required permits or licenses, whether at the time of erection or on an annual renewal basis.

AMERICANS WITH DISABILITIES ACT. MMVTA agrees that all bus shelters installed pursuant to the term of this Agreement shall, at the time of installation conform with the requirements of the Americans with Disabilities Act ("A.D.A."). The Municipality (or County/State) is responsible for curb cuts and sidewalk access. In the event of site changes initiated by the Municipality following the installation of a bus shelter, the party initiating such site changes will bear the expenses of any modifications required to bring the bus shelter into conformity with the requirements of the A.D.A.

INDEPENDENT CONTRACTOR. MMVTA and its employees and agents shall not be deemed to be employees or agents of the Municipality, and shall not accrue any rights or benefits generally afforded classified or unclassified employees.

ASSIGNMENT. The responsibility to install, construct and maintain bus shelters as fully set forth herein may be assigned by MMVTA at its sole and unfettered discretion upon written notice to the Municipality. If assigned, MMVTSA shall assign to Lamar Advertising Company, which company is presently in the business of outdoor advertising, and has previously installed, constructed and maintained bus shelters in other municipalities. In the event of assignment and as an express condition thereto, MMVTA shall require: 1) that assignee accept all terms and conditions of this Agreement as a condition of assignment; and 2) that assignee obtain and submit to MMVTA and the Municipality proof of the insurance coverage required herein, and naming MMVTA and the Municipality as additional insureds on all such coverage.

NOTICES. Any and all notices required under this Agreement shall be deemed to have been given when placed in the United States mall, certified, return receipt requested, addressed as follows:

For MMTVA:

Mid Mon Valley Transit Authority 1300 McKean Avenue Charleroi, PA 15022

FOR MUNICIPALITY:

Borough of Charleroi 4th & Fallowfield Avenue Charleroi, PA 15022

or to such address as the parties may, in writing designate from time to time.

ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other Agreement, oral or otherwise, regarding the

subject matter shall bind either of the parties hereto. Moreover, this Agreement may not be modified or amended except by a writing signed by both parties. Any and all modifications shall require written approval of the Municipality and MMVTA.

GOVERNING LAW. The parties hereto agree that this Agreement shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania.

The bus shelters shall be the sole property of OWNERSHIP OF SHELTERS. MMTVA, or its assignee. However, ownership shall not include the land on which the shelters are situated. MMVTA accepts all responsibility and liability associated with the ownership of the shelters. In the event this Agreement is terminated by the Municipality for a reason other than MMVTA's default, Municipality shall reimburse MMVT or its assignee for the cost of purchase and freight for all materials remaining in service and/or on the premises in readiness for service, and parts thereto, and one and one-half time projected annual billing.

ATTORNEYS' FEES. In the event of any litigation arising from this Agreement, each party shall be responsible for its attorneys' fees and costs.

IN WITNESS WHEREOF, and intending to be legally bound, the parties hereto have executed this Agreement on the date and year first above written.

FOR MMPYTA

Dr. Ronald J. Tumari, Chairman of the Board

FOR THE BOROUGH OF CHARLEROI:

Martinko, Bórough Secy.

Walter J. Mopkins, President

RESOLUTION # 1.06 20 21

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 \$7,282.00 in order to match state funds provided pursuant to 74 Pa. C.S. Section 1513 in **Fiscal Year** 2021-2022 (July 1, 2021 – June 30, 2022).

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, 2022**.

I, Mark Alterici, President of (Official Title)	Council of the
BOROUGH of CHARLEROI do hereby certify that the foregoing i	s a true and correct
copy of the Resolution adopted at a regular meeting of the BOI	ROUGH of
CHARLEROI COUNCIL held the 10th day of March	, 20 <u>21</u> .
By: Man Man (Signature)	3-16-21 (Date)

Kindly return to the following by **MARCH 31, 2021**:

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!

Contract Extension

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This letter of agreement extends the previous contract referenced above and dated **SEPTEMBER 9**, **2004**.

The contract extension is between the following parties named in the Agreement attached.

- (1) MID MON VALLEY TRANSIT AUTHORITY ("MMVTA")
- (2) BOROUGH OF CHARLEROI ("MUNICIPALITY")

It is agreed that these parties extend the contract as follows:

THIS AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AS LONG AS MMVTA-OWNED, PUBLIC TRANSIT BUS SHELTERS REMAIN IN THE MUNICIPALITY, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE.

ALL TERMS AND CONDITIONS STATED IN THE ORIGINAL CONTRACT WILL REMAIN THE SAME UNDER THIS AGREEMENT EXTENSION.

The parties hereto have executed this Agreement ex	ktension on <u>March</u> , 2021.
	FOR MMVTA:
ATTEST:	
ATTEST: Kabeite Dougo	FOR THE BOROUGH OF CHARLEROI:

MMVTA COMMUNITY SHELTERS					
MUNICIPALITY	DESCRIPTION	LOCATION	ELECTRICITY	SIZE	AD CAN
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Charleroi Borough	Fallowfield Ave. (Rt. 88) W/L 30' S/O 7th St.	Across from Library	yes	6 X 13	yes
Charleroi Borough	McKean Ave. & 1st St.	Dollar General	yes	6 X 13	yes