

**BOROUGH OF GREEN TREE
COUNCIL MEETING**

**MONDAY, APRIL 1, 2024
7:30 pm**

AGENDA

7:30 pm The items on the agenda are scheduled for discussion and/or action by Borough Council. In addition, Council may discuss and/or act on any matter properly brought before it.

1. CALL TO ORDER BY THE PRESIDING OFFICER

2. MOMENT OF SILENCE / PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVAL OF THE MINUTES March 4, 2024

5. HEARING THE CITIZENS All persons wishing to address general business or agenda items will be heard at this time.

6. COMMUNITY PRIDE PRESENTATION **Ms. Schwartz/Mr. Rea**

(a) Proclamation honoring and remembering Cheryl Bakin for 15 years of service on the Planning Commission

7. NEW BUSINESS

(a) **FINANCE AND GENERAL POLICY** **Mr. Turocy**

(1) Ratify the actions of the Borough Manager in paying the **March 2024** invoices from the General Fund totaling, **\$86,733.60**; Sanitary Sewer Fund totaling, **\$1,151.46**; Capital Projects Fund totaling, **\$41,835.23**; Payroll Account totaling, **\$203,009.37**; Educational Service Agency totaling, **\$5,713.00**; and Credit Card February 2024, **\$2,991.17**.

(2) Approve payment of the **April 2024** invoices from the General Fund totaling, **\$110,323.17**; Storm Sewer totaling, **\$211,107.67**; Sanitary Sewer Fund, **\$9,628.45**; and Capital Projects totaling, **\$21,971.31**.

(3) **Ordinance #1896** – Adopting the terms under a Collective Bargaining Agreement between the Borough and Teamsters Union No. 249

(4) **Ordinance #1897** – Setting the wage for a part-time/seasonal position

(5) **Resolution #1340** – Authorizing execution of a Cable Franchise Agreement

(b) **INFRASTRUCTURE** **Mr. Romanovich**

(1) **Resolution #1341** – PennDOT Comprehensive Maintenance Services Agreement

(c) **RECREATION PROGRAMMING/COMMUNITY AFFAIRS** **Mr. Panza**

(1) **Resolution #1342** – Establishing 2024 fees for the Wilson Park Swimming Pool and Summer Recreation Program

8. MAYOR'S REPORT **Mr. Schenck**

9. REPORTS OF COMMITTEES

- (a) Finance and General Polic
- (b) Infrastructure
- (c) Planning and Zoning
- (d) Public Facilities and Equipment
- (e) Public Safety/Public Safety Equipment
- (f) Recreation Programming and Community Welfare

Mr. Turocy
Mr. Romanovich
Ms. Schwartz
Ms. Barron
Mr. Rea
Mr. Panza

10. PRESIDENT’S REPORT

Mr. Tintori

11. MANAGER’S REPORT

Ms. Miller

12. ADJOURNMENT

**BOROUGH OF GREEN TREE
COUNCIL MEETING
MARCH 4, 2024**

4

Call to Order / Moment of Silence / Pledge of Allegiance

Green Tree Borough Council met on Monday, March 4, 2024 at 7:30 pm in the Sycamore Room of the Green Tree Municipal Center, 10 West Manilla Avenue, Pittsburgh, PA 15220.

ROLL CALL

Members Present:

Arthur Tintori, President
Shannon Barron
David Rea
Craig Romanovich
Emily Schwartz
James Turocy

Also Present:

Kate Diersen, Esq., Borough Solicitor
Kim Beck, Stenographer

Absent:

Edward Schenck, Mayor
Ron Panza

APPROVAL OF THE MINUTES

February 5, 2024

Motion:

Mr. Turocy made a motion, seconded by Ms. Schwartz, to approve the February 5, 2024 minutes as presented.

Motion carried unanimously.

February 12, 2024

Motion:

Mr. Romanovich made a motion, seconded by Ms. Schwartz, to approve the February 12, 2024 minutes as presented.

Motion carried unanimously.

HEARING OF THE CITIZENS

Mary Ann Walsh – 1079 Tomaino Drive

Ms. Walsh thanked the Borough Manager for posting the Pool Manager position.

NEW BUSINESS

A. Finance and General Policy – Mr. Turocy

1. Motion:

Mr. Turocy made a motion, seconded by Ms. Barron, to ratify the actions of the Borough Manager in paying the February 2024 invoices from the General Fund totaling \$37,276.75; Sanitary Sewer Fund totaling \$741.65; Capital Projects Fund totaling \$23,369.51; Payroll Account totaling \$212,399.81; Educational Service Agency totaling \$5,494.45; and Credit Card January 2024 totaling \$3,811.32.

Mr. Rea asked if the credit card statement was included on the bill sheet, as he was not able to find it. He said he could not vote on this without having being able to see these records.

Motion carried 5-1 with an abstention from Mr. Rea.

2. Motion:

Mr. Turocy made a motion, seconded by Mr. Romanovich, to approve payment of the March 2024 invoices from the General Fund totaling \$177,795.22; Storm Sewer totaling \$14,412.98; Sanitary Sewer Fund totaling \$10,508.59; and Capital Projects totaling \$15,371.48.

Mr. Rea noted that there were several change order refunds listed under the open invoices and asked if he could get clarification. Ms. Diersen stated that she would need to go through each individual invoice to verify, but she believed they were all settlements for tax assessment appeals. She explained that there have been several appeals for tax years 2022 and 2023 that have been recently granted, both for commercial and residential properties. Mr. Tintori asked if it was common practice to make those changes in January or February. Ms. Diersen said that it was determined on a case-by-case basis, and the county has been slow with issuing their decisions on assessment appeals this year.

Mr. Rea noted an open invoice for the Pittsburgh Post Gazette and asked if there was overlap, as Council had recently voted to use the Pittsburgh Tribune Review (Trib) as their legal advertiser. Ms. Barron stated that she believed there was some overlap from the recent change. Mr. Rea asked why Council had voted to change the Borough's advertiser and whether the Trib was in circulation in this area. Ms. Schwartz explained that the Borough will be using a local newspaper that is produced by the Trib, and that this local newspaper is in circulation within the Borough. She said that the Pittsburgh Post Gazette has not been as consistent with publication which is why Council voted to use the Trib.

Mr. Rea stated that there was an open invoice for a Borough employee that was transported by Scott Township EMS. He asked if Scott Township participated in MRTSA. Ms. Barron said that she believed Scott Township had their own ambulance service, but she was not sure on the details of this specific invoice.

Motion carried unanimously.

3. Authorize Borough Manager to lien the 2023 unpaid real estate taxes

Motion:

Mr. Turocy made a motion, seconded by Ms. Barron, to authorize the Borough Manager to lien the 2023 unpaid real estate taxes.

Mr. Rea noted that the list of unpaid real estate had been made public for the first time. He said that he did not know if it was made public by accident, but that he was disappointed that the Borough had done it.

Motion carried unanimously.

4. Ordinance #1895

Setting hourly wage and benefits for the Special School Police employees

Motion:

Mr. Turocy made a motion, seconded by Mr. Romanovich, to pass Ordinance #1895, setting hourly wages and benefits for the Special School Police Borough employees.

Roll Call Vote:

Mr. Turocy	Yes
Ms. Barron	Yes
Mr. Rea	Yes
Mr. Romanovich	Yes
Ms. Schwartz	Yes
Mr. Tintori	Yes

Motion carried unanimously.

B. Public Facilities – Ms. Barron**1. Scheduling Workshop Meeting****Motion:**

Ms. Barron made a motion, seconded by Ms. Schwartz, to schedule a workshop meeting on Monday, April 8, 2024 at 7:00pm with the Aquatic Facility Architect for the presentation of the Wilson Pool core boring results as well as recommendations for reconstruction/renovation of the pool facility.

Ms. Barron explained that this meeting was scheduled as an informative session for Council discussion and public questions, but there will not be a vote. This meeting is a highly specific conversation about the current state of the pool facility and future construction.

Motion carried unanimously.

C. Recreation Programming & Community Welfare – Mr. Panza

In Mr. Panza's absence, Mr. Rea read the following motion:

1. Reappointments to the Recreation and Community Activities Board**Motion:**

Mr. Rea made a motion, seconded by Ms. Barron, to appoint the following to fill the unexpired terms on the Recreation and Community Activities Board: Katie Konchar for the term to expire on March 1, 2025; and Swati Banerjee for the term to expire on March 1, 2027.

Motion carried unanimously.

MAYOR'S REPORT

In Mayor's Schenck's absence there was no Mayor's Report at tonight's meeting.

COMMITTEE CHAIR REPORTS**A. Finance and General Policy – Mr. Turocy**

1. The Finance and General Policy committee is finalizing a master fee and fine schedule for the Borough. Mr. Turocy hopes to have this finalized for next month's Council meeting. The pool and Summer Recreation fees should also be finalized and ready for submission for the next meeting.
2. The Borough has submitted letters to State Representative Dan Deasy and Senator Wayne Fontana to gain support for pending grant applications.
3. The Borough's personnel handbook is in the process of being upgraded. The Finance and General Policy committee hopes to have this finalized and present it to Council in the near future.

4. Mr. Rea asked for a status update regarding the peer reviews. He said that he had submitted the Public Safety report in October. Ms. Barron stated that hers is complete. Mr. Romanovich said that he should have his completed and sent for review tomorrow. Mr. Rea asked if the Borough Manager had established a plan for moving forward with Council's recommendations. Mr. Tintori said that Mr. Rea would need to speak with the Borough Manager to discuss this.
5. Mr. Rea asked why the Solid Waste fund had been eliminated from the budget. Ms. Barron stated that she could not speak to that particular fund, but that the budget had been realigned two years ago to meet best practices. She said that she did not believe any funds were necessarily removed but moved into the General Fund. Mr. Rea stated that the Borough used to have a fund that was directly used to pay Waste Management, and that the Borough will most likely see escalating costs when this contract expires in 2027.
6. Mr. Rea asked for an update regarding the resolution for Executive Sessions that Ms. Diersen had drafted. Mr. Turocy stated that the committee was in the process of reviewing this resolution. He asked Mr. Rea to send him an email so he could review this further and give him more information.
7. Mr. Rea explained that in the past, the Borough has adjusted their threshold for competitive bidding based on changes to the budget. According to the Charter, the amount should be a quarter of 1% of the overall budget, which would put the threshold at around \$16,000 as opposed to the current \$23,000. Mr. Rea stated that the Charter does not require the Borough to make this adjustment, but it has always been done in the past. He asked Council if they were okay with keeping the higher threshold, or if they would want to consider lowering it to match the quarter of 1% of the current budget. Mr. Romanovich recommended that Council do research on this to determine if lowering the current threshold would limit the number of bids received on projects.

Ms. Diersen stated that municipalities that do not address the threshold as a Home Rule entity follow the State Borough Code, which is updated every year. The current thresholds are as follows: a project under \$12,600 requires no bidding; a project between \$12,600 and \$23,200 requires three telephone and/or written bids; and any project over \$23,200 requires a formal bidding process. The Borough's current threshold is comparable to the State Borough Code. Mr. Rea stated that he believes the Borough should continue following the Charter and lower the threshold to match the quarter of 1% of the budget, as has been done in previous years.
8. Mr. Rea stated that he had gotten several emails from residents regarding an expense reimbursement check that was discussed during the January Council meeting, asking why Council had voted on two payments for the same person. He explained that the first payment had been rescinded and voided. The second, adjusted payment that was voted on at the following meeting was the one that was approved and sent to the employee.
9. Mr. Rea asked if there were any updates regarding credit card payments on the website. Mr. Turocy stated that he did not have any updates at this time.

B. Infrastructure – Mr. Romanovich

1. The Borough is currently working on a Holiday Drive storm management project. The amount of work that will be completed is dependent on grant funding. Mr. Romanovich has contacted Representative Deasy and other state legislators to try to secure funds.
2. The Rain Garden has been completed and is awaiting final inspection.
3. The varsity basketball team for Guardian Angel Academy played in the Diocese Championship on Saturday. Mr. Romanovich congratulated the team on being runners up in the championship.

C. Planning and Zoning – Ms. Schwartz

1. Ms. Schwartz attended the Planning Commission meeting last week. The Planning Commission is working diligently on finalizing the Comprehensive Plan.
2. The Planning Commission elected their 2024 officers: Mr. Al Erwin as Chair, Ms. Jessica Swiech as Vice-Chair, and Ms. Christine Short as Secretary.

D. Public Facilities and Equipment – Ms. Barron

1. The Borough Manager has recently met with the Borough Engineer to develop specifications for making the restrooms in the Municipal Center ADA compliant. Ms. Barron stated that this is likely to be a late spring or early summer project.
2. Rook Park is set to undergo targeted improvements in 2024. The Borough is currently working with the Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS) for the procurement of new playground equipment. The Borough plans to utilize the Public Works staff for as much of the work as possible in order to minimize outside labor expenses. The completion of this project is dependent on the availability and delivery of the new equipment. Updates on this project will be provided at Council meetings, online, and on physical signs at the park.
3. The Green Tree Public Library and Green Tree Garden Club are hosting their annual Candy Weber Easter Egg Hunt on Saturday, March 23. This will be the second year that the celebration has been named after long-time library volunteer, Ms. Candy Weber. Ms. Weber stuffed thousands of Easter eggs during her years of volunteering.
4. The Green Tree Garden Club is hosting their third annual Spring Festival at the Municipal Building and the Fire Hall on Saturday, May 11. They will be having a plant sale, flea market, craft and vendor show, basket raffle, bake sale, children's activities, and a café. They are currently looking for cash donations and basket raffle items.
5. Mr. Rea asked for an update on the Historical Society. Ms. Barron stated that the Historical Society has approached the library board for possible help with digitizing their items, but no plans have been made at this time.

E. Public Safety/Public Safety Equipment – Mr. Rea

1. The Public Safety Committee met with the Green Tree Volunteer Fire Company last month and had a very productive meeting. The Fire Company is very appreciative of the support of the Borough. There are a couple of minor issues that were brought up at this meeting that the committee is currently following up on to ensure that the Fire Company has everything necessary to keep our Borough safe.
2. The Borough is moving forward with the Police Officer hiring process. They are currently in the background check and polygraph test phase, which is expected to be completed within the next two weeks.
3. The Civil Service Commission has recommended a Sargeant's Promotional Exam that will be administered to candidates in April.
4. There is an opening on the Civil Service Commission for an alternate member. Any interested residents should submit their application online.
5. At the last Public Safety committee meeting, Mr. Rea, Mr. Turocy, and Mr. Romanovich agreed that it was important for Council to meet for an Executive Session prior to April's Council meeting to discuss personnel matters. Mr. Tintori said that he would speak with the Borough Manager tomorrow and get a meeting scheduled within the next few weeks.

F. Recreation Programming and Community Welfare – Mr. Panza

In Mr. Panza's absence, Mr. Rea gave the Recreation Programming and Community Welfare report.

1. The Recreation Programming and Community Welfare committee will be meeting prior to the Aril Council meeting to discuss pool admission fees.
2. Mr. Panza indicated that the previously discussed open invoice for Scott Township EMS was due to a Green Tree police officer that was involved in an incident and transported via ambulance last year.

PRESIDENT'S REPORT – Mr. Tintori

- A. The Spring newsletter has been distributed. There is a lot of great information about the events happening in the Borough.
- B. The new Green Tree Connect app has been sending out weekly notifications and emails regarding events in the Borough. Mr. Tintori encouraged all residents to sign up for the app, so they are able to receive this helpful information.

MANAGER'S REPORT – Ms. Miller

In Ms. Miller's absence there was no Manager's Report at tonight's meeting.

ADJOURNMENT**Motion:**

Ms. Schwartz made a motion, seconded by Ms. Barron, to adjourn the meeting at 8:14pm.

Motion carried unanimously.

Arthur Tintori, President

Judy Miller, Borough Manager



Borough of Green Tree

Allegheny County, Pennsylvania

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Proclamation

CHERYL BAKIN

WHEREAS, Cheryl Bakin faithfully served on the Planning Commission Board for 15 years and during this time she served as Chairperson for the past 3 years; and

WHEREAS, during her term on Planning Commission, she was instrumental in updating the Zoning Code and the Comprehensive Plan; and

WHEREAS, Cheryl's commitment to assist the Borough with the Octoberfest event by sponsoring the Car Cruise from 2019 through 2023 helped make this event a success.

NOW THEREFORE BE IT RESOLVED, that the Green Tree Borough Council and Mayor recognizes the remarkable achievements of Cheryl Bakin and extends its deepest sympathy to her family and hope they find comfort and peace in knowing that others share deeply in their loss.

RESOLVED and **ADOPTED** this 1st day of April, 2024.

ATTEST:

Judith Miller, Manager
BOROUGH OF GREEN TREE

Arthur Tintori, President
GREEN TREE BOROUGH COUNCIL

EXAMINED and APPROVED by me this 1st day of April, 2024.

Edward Schenck, Mayor
BOROUGH OF GREEN TREE

Check Register with Invoices

28-Mar-24

Borough of Green Tree

From: 02-Mar-24 To: 31-Mar-24

7.a.1

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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Bank Account: 1 GENERAL FUND

73296	03/04/2024	4333	American Legal Services		\$173.76	O
			306-28816 2nd 24 FALSE ARREST INSURANCEQ		\$173.76	
73297	03/04/2024	2089	COMCAST BROADBAND BUSINESS SV		\$473.87	O
			113290 0324 FD 3/1-4/30/24		\$266.05	
			127878 0324 Hale Pk 3/3-4/2/24		\$207.82	
73298	03/04/2024	678	NORTH EASTERN UNIFORMS		\$143.00	O
			63881 CAR 4-GIGEASY PUBLIC SAFETY LO		\$143.00	
73299	03/04/2024	3883	PAWC		\$2,351.03	O
			37063374 0324 Fire Hydrants 1/31-2/28/24		\$2,351.03	
73300	03/04/2024	6095	T Mobile		\$354.93	O
			9812207060324 svc 1/21-2/20/24		\$354.93	
73301	03/04/2024	6064	WILSON GROUP		\$22.85	O
			274045 WG-11505 1/20/24-2/19/24		\$22.85	
73302	03/04/2024	133	WOLTZ & WIND FORD, INC.		\$179.20	O
			FOCS205573 CAR 5-OIL CHANGE AND TIRE ROTATION		\$68.22	
			FOCS205628 CAR 4-STATE INSPECTION AND BALANCE TIRES		\$110.98	
73303	03/08/2024	7	DUQUESNE LIGHT COMPANY (#1)		\$1,050.76	O
			7923500000 2/24 Feb 24 traffic lights		\$1,050.76	
73304	03/08/2024	4077	MEIT		\$2,361.40	O
			900-0114 0424 Apr 24 insurance		\$2,361.40	
73305	03/15/2024	2089	COMCAST BROADBAND BUSINESS SV		\$924.88	O
			125054 0324 static IP 3/12-4/11/24		\$174.50	
			16998 0324 boro blsd 3/17-4/16/24		\$319.96	
			121772 0324 FD 3/11-4/10/24		\$303.96	
			122499 0324 Nature cnts 3/14-4/13/24		\$126.46	
73306	03/15/2024	4636	Denise Scanlon		\$100.00	O
			3/10/24 refund security deposit		\$100.00	
73307	03/15/2024	3883	PAWC		\$902.97	O
			34876427 0324 PW 2/6-3/5/24		\$196.63	

Check Register with Invoices

Borough of Green Tree

28-Mar-24

From: 02-Mar-24 To: 31-Mar-24

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
			34876076 0324 FD 2/6-3/5/24		\$141.56	
			37465291 0324 boro bldg 2/6-3/5/24		\$537.97	
			34876342 0324 Wilson 2/6-3/5/24		\$26.81	
73308	03/15/2024	4705	PMHIC		\$38,844.89	O
			164911-0 Apr 24 insurance		\$38,844.89	
73309	03/15/2024	1557	S & D CALIBRATION SVC INC		\$150.00	O
			14125 POWER CORD		\$150.00	
73310	03/25/2024	11	COLUMBIA GAS OF PENNA.		\$3,620.41	O
			000191530000006 0224 Feb 24 natural gas		\$3,620.41	
73311	03/25/2024	6157	IGS Energy		\$1,410.55	O
			422620 Feb 24 natural gas		\$1,410.55	
73312	03/25/2024	2083	MRM WORKERS COMP FUND		\$30,100.44	O
			2324PRJ1364 WC pmt 3 of 4		\$30,100.44	
73313	03/25/2024	3883	PAWC		\$319.66	O
			31865398 0324 Gt Pk 2/6-3/5/24		\$319.66	
73314	03/25/2024	6065	Tudi Mechanical Systems, INC		\$3,249.00	O
			156461 Quarterly maint		\$3,249.00	
Bank Total:					\$86,733.60	

Check Register with Invoices

Borough of Green Tree

28-Mar-24

From: 02-Mar-24 To: 31-Mar-24

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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Bank Account: 8 SANITARY SEWER FUND

11140	03/15/2024	2617	JOANN CICCONE		\$98.46	O
			138071 credit meter refund		\$98.46	
11141	03/15/2024	6451	Maggie Lewis		\$1,053.00	O
			1001305-001 Wastewater Refund - 1207 Greentree Road		\$1,053.00	
Bank Total:					\$1,151.46	

Check Register with Invoices

Borough of Green Tree

28-Mar-24

From: 02-Mar-24 To: 31-Mar-24

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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Bank Account: 19 CAPITAL PROJECTS FUND

1467	03/15/2024	2838	GANNETT FLEMING INC.		\$41,835.23	O
			3 Trumbull Prelim Deisgn Trumbull 12/2-12/29/23		\$18,360.36	
			2 Trumbull Prelim Deisgn Trumbull 11/4-12/1/23		\$23,474.87	

Bank Total: \$41,835.23

PAYROLL ACCOUNT

3/11/24	Wire	Green Tree Payroll Account	Payroll 2/26/24 - 3/10/24	96,743.57
3/11/24	Wire	Educational Service Agency	Payroll 2/26/24 - 3/10/24	2,856.48
3/25/24	Wire	Green Tree Payroll Account	Payroll 3/11/24 - 3/24/24	100,552.80
3/25/24	Wire	Educational Service Agency	Payroll 3/11/24 - 3/24/24	2,856.52
	Wire	Green Tree Payroll Account		
	Wire	Educational Service Agency		
TOTAL				203,009.37

EDUCATIONAL SERVICE AGENCY

3/11/24	Wire	Green Tree Payroll Account	Payroll 2/26/24 - 3/10/24	2,856.48
3/25/24	Wire	Green Tree Payroll Account	Payroll 3/11/24 - 3/24/24	2,856.52
	Wire	Green Tree Payroll Account		0.00
TOTAL				5,713.00

Check Register with Invoices

Borough of Green Tree

12-Mar-24

From: 06-Feb-24 To: 06-Feb-24

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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Bank Account: 1 GENERAL FUND

20240206	02/06/2024	3218	CREDIT CARD PURCHASE		\$952.11	O
			28586 Carter - Cell Phone Charger		\$40.44	
			019464 GIFT CARDS FOR INTERVIEW ASSIST		\$200.00	
			0365519 4th Quarter Building Permits		\$45.00	
			112748062700 Public Works - The Weather Channel		\$1.06	
			123023 DMV report check		\$28.95	
			190744593457 Public Works iCloud		\$0.99	
			2024 ACBA ACBA Annual Banquet		\$85.00	
			2024 ACBA. ACBA Annual Banquet		\$85.00	
			2024ACBA ACBA Annual Banquet		\$85.00	
			241103 Winter Recreation Crafts and Supplies		\$170.18	
			012624 Ziprecruiter		\$10.69	
			26595361 GFOA Conference Deposit		\$199.80	

20240207	02/06/2024	3218	CREDIT CARD PURCHASE		\$2,039.06	O
			929910003 Public Works Supplies		\$14.98	
			4512461 Public Works Supplies		\$68.90	
			4758658 AMAZON ORDER		\$13.99	
			5089807 LED Equipment Lights		\$71.01	
			51142901538 Reorganization Meeting Snacks		\$19.08	
			51411085 EZ Storage		\$348.00	
			6429775 2023 1095-B / 1094-B		\$145.36	
			8047MYW4KO1MTMH Farmers Market iPad		\$58.24	
			81183.00 PSAB - The Limits to Zoning		\$50.00	
			82636 AXON TASER CARTRIDGE		\$649.50	
			2900046 Annual APMM Manager Conference		\$600.00	

Bank Total:

\$2,991.17

Open Invoices By Bank

Borough of Green Tree

7.a.2

03/28/2024

Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
1 GENERAL FUND					
4754	Access				
10780510	Feb 24 record storage	04/01/2024	04/01/2024	01409450	\$489.70
Subtotal for Vendor 4754 :					\$489.70
4629	Ace fix-it Hardware				
27351/F	PW supplies gorilla glue	04/01/2024	04/01/2024	01430240	\$8.99
27382/F	PW supplies	04/01/2024	04/01/2024	01430240	\$16.42
27388/F	PW supplies caulk	04/01/2024	04/01/2024	01430240	\$3.59
27394/F	BOX SGL GNG PVC 14CU	04/01/2024	04/01/2024	01410219	\$4.75
27400/F	firehouse caulk, adhesive	04/01/2024	04/01/2024	01411250	\$8.62
27411/F	street sign cleaner	04/01/2024	04/01/2024	01430200	\$6.29
27413/F	firehall receptacle,plate,switch box	04/01/2024	04/01/2024	01411250	\$23.19
27437/F	firehall mens room bulb	04/01/2024	04/01/2024	01411250	\$19.49
27466/F	Wall plate fire station	04/01/2024	04/01/2024	01411250	\$1.59
27472/F	PW supplies caulk	04/01/2024	04/01/2024	01430240	\$5.03
27475/F	GAA concrete mix	04/01/2024	04/01/2024	01454220	\$25.98
27494/F	GAA backstop supplies	04/01/2024	04/01/2024	01454220	\$13.08
27521/F	Uniforms Thomas, chainsaw muffler	04/01/2024	04/01/2024	01430191	\$10.78
27521/F	Uniforms Thomas, chainsaw muffler	04/01/2024	04/01/2024	01437220	\$79.99
27524/F	PW supplies, receptacle	04/01/2024	04/01/2024	01430240	\$4.90
27528/F	PW supplies	04/01/2024	04/01/2024	01430240	\$22.93
27532/F	PW supplies	04/01/2024	04/01/2024	01430240	\$6.09
27541/F	Pool, Equip,PW supplies	04/01/2024	04/01/2024	01430240	\$8.63
27541/F	Pool, Equip,PW supplies	04/01/2024	04/01/2024	01437220	\$6.28
27541/F	Pool, Equip,PW supplies	04/01/2024	04/01/2024	01452374	\$16.98
27558/F	PW supplies, pipe joint compound	04/01/2024	04/01/2024	01430240	\$5.59
27567/F	Code Enforcement supplies	04/01/2024	04/01/2024	01414200	\$35.17
27568/F	PW supplies	04/01/2024	04/01/2024	01430240	\$3.24
27578/F	PW supplies	04/01/2024	04/01/2024	01430240	\$6.26
27579/F	PW supplies	04/01/2024	04/01/2024	01430240	(\$4.61)
27585/F	PW supplies for blower	04/01/2024	04/01/2024	01437220	\$18.00
27590/F	hammer drill bit	04/01/2024	04/01/2024	01430240	\$36.99
27592/F	return hammer drill bit	04/01/2024	04/01/2024	01430240	(\$36.99)
27594/F	PW supplies	04/01/2024	04/01/2024	01430240	\$3.35
27609/F	PW supplies	04/01/2024	04/01/2024	01430240	\$9.89
Subtotal for Vendor 4629 :					\$370.49

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
3079	<u>ALAN FELLER</u>				
	3/20/24 Court parking	04/01/2024	04/01/2024	01410331	\$10.00
	Subtotal for Vendor 3079 :				\$10.00
6454	<u>All American Fire Equipment</u>				
	501346 Engine 3 SCBA Brackets	04/01/2024	04/01/2024	01411240	\$3,354.25
	501687 Engine #3 SCBA Brackets	04/01/2024	04/01/2024	01411374	\$392.06
	Subtotal for Vendor 6454 :				\$3,746.31
3209	<u>AMERICAN NATIONAL SKYLINE INC</u>				
	344814 clean boro bldg windows	04/01/2024	04/01/2024	01409450	\$232.00
	Subtotal for Vendor 3209 :				\$232.00
6219	<u>American United Life Ins Co</u>				
	G00623351 0424 Apr 24 insurance	04/01/2024	04/01/2024	01410157	\$492.78
	G00623351 0424 Apr 24 insurance	04/01/2024	04/01/2024	01414157	\$47.75
	G00623351 0424 Apr 24 insurance	04/01/2024	04/01/2024	01456157	\$110.58
	G00623351 0424 Apr 24 insurance	04/01/2024	04/01/2024	01430157	\$357.52
	G00623351 0424 Apr 24 insurance	04/01/2024	04/01/2024	01401157	\$196.09
	Subtotal for Vendor 6219 :				\$1,204.72
6450	<u>ASSURED POLYGRAPH SERVICES</u>				
	022624 SERVICES FOR PRE EMPLOYMENT	04/01/2024	04/01/2024	01410300	\$900.00
	Subtotal for Vendor 6450 :				\$900.00
5928	<u>AT&T Mobility</u>				
	10968734X0308: POLICE VEHICLE MODEM CONNECTIO	04/01/2024	04/01/2024	01410218	\$191.81
	Subtotal for Vendor 5928 :				\$191.81
1566	<u>A-Z JANITORIAL SUPPLY</u>				
	319428 Public Works Supplies	04/01/2024	04/01/2024	01409226	\$287.23
	319588 Public Works Supplies	04/01/2024	04/01/2024	01409226	\$337.50
	Subtotal for Vendor 1566 :				\$624.73
1795	<u>CAMPBELL, DURRANT PC</u>				
	79232 Feb 24 legal svc	04/01/2024	04/01/2024	01404452	\$3,047.97
	79233 Feb 24 Civil Svc	04/01/2024	04/01/2024	01401451	\$2,715.03
	Subtotal for Vendor 1795 :				\$5,763.00
1721	<u>CHARLES F. KERN JR.</u>				
	4/24 Apr 24 insurance rmbrs	04/01/2024	04/01/2024	01410158	\$400.00

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
Subtotal for Vendor 1721 :					\$400.00
<u>2098</u>	<u>CHAR-WEST COG</u>				
2024 police	2024 MULTI-MUNICIPAL POLICE CHIEF	04/01/2024	04/01/2024	01410420	\$600.00
Subtotal for Vendor 2098 :					\$600.00
<u>2015</u>	<u>CINTAS CORPORATION #013</u>				
4185520058	clean sup & uniform svc	04/01/2024	04/01/2024	01409226	\$36.86
4185520058	clean sup & uniform svc	04/01/2024	04/01/2024	01430191	\$22.31
4186242608	clean sup & uniform svc	04/01/2024	04/01/2024	01430191	\$22.31
4186242608	clean sup & uniform svc	04/01/2024	04/01/2024	01409226	\$51.54
4186961727	clean sup & uniform svc	04/01/2024	04/01/2024	01430191	\$22.31
4186961727	clean sup & uniform svc	04/01/2024	04/01/2024	01409226	\$36.86
4187680968	clean sup & uniform svc	04/01/2024	04/01/2024	01409226	\$94.88
4187680968	clean sup & uniform svc	04/01/2024	04/01/2024	01430191	\$22.31
Subtotal for Vendor 2015 :					\$309.38
<u>3319</u>	<u>CLEVELAND BROTHERS EQUIP INC</u>				
SERV7866907	Front Loader Maintenance	04/01/2024	04/01/2024	01437374	\$891.45
Subtotal for Vendor 3319 :					\$891.45
<u>6080</u>	<u>Craig Romanovich</u>				
31224	PELRAS rmbrs	04/01/2024	04/01/2024	01400460	\$725.80
Subtotal for Vendor 6080 :					\$725.80
<u>2820</u>	<u>CRYSTAL SPRINGS WATER CO</u>				
1951942022324	PW & Boro bldg svc	04/01/2024	04/01/2024	01430240	\$46.43
1951942022324	PW & Boro bldg svc	04/01/2024	04/01/2024	01401216	\$36.08
Subtotal for Vendor 2820 :					\$82.51
<u>6074</u>	<u>De Lage Landen Fin Svc Inc</u>				
82120737	Mar 24 copiers	04/01/2024	04/01/2024	01410215	\$179.00
82120737	Mar 24 copiers	04/01/2024	04/01/2024	01402215	\$179.00
Subtotal for Vendor 6074 :					\$358.00
<u>4749</u>	<u>Diane A Liberto</u>				
4/24/24	Line Dancing Instructor Fee	04/01/2024	04/01/2024	01450260	\$320.00
Subtotal for Vendor 4749 :					\$320.00
<u>3173</u>	<u>DIRECT ENERGY</u>				
:4080005396412	svc 2/13-3/12/24	04/01/2024	04/01/2024	01409361	\$1,696.65

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
:4080005396412	svc 2/13-3/12/24	04/01/2024	04/01/2024	01411361	\$383.38
:4080005396412	svc 2/13-3/12/24	04/01/2024	04/01/2024	01430361	\$254.34
:4080005396412	svc 2/13-3/12/24	04/01/2024	04/01/2024	01454360	\$880.26
Subtotal for Vendor 3173 :					\$3,214.63
3803	<u>Eric Diehl</u>				
4/24	Apr 24 insurance rmbrs	04/01/2024	04/01/2024	01410158	\$250.00
Subtotal for Vendor 3803 :					\$250.00
4395	<u>FIRE FORCE</u>				
23-12204001	Truck 163 Repairs	04/01/2024	04/01/2024	01411374	\$437.00
24-0230137	Truck 163 Repairs	04/01/2024	04/01/2024	01411374	\$3,142.00
Subtotal for Vendor 4395 :					\$3,579.00
114	<u>FREEDOM SYSTEMS CORP</u>				
1016608	6/24 thru 5/25 Financial software	04/01/2024	04/01/2024	01401218	\$2,708.00
Subtotal for Vendor 114 :					\$2,708.00
3771	<u>G & W Roofing and Constr Inc</u>				
103	Municipal Building Repair	04/01/2024	04/01/2024	01409450	\$170.00
Subtotal for Vendor 3771 :					\$170.00
6	<u>GATEWAY ENGINEERS, INC.</u>				
4/24	Apr 24 retainer	04/01/2024	04/01/2024	01408312	\$150.00
Subtotal for Vendor 6 :					\$150.00
2865	<u>GRAND SAW & MACHINE</u>				
210866	Public Works Supplies	04/01/2024	04/01/2024	01430200	\$72.00
Subtotal for Vendor 2865 :					\$72.00
6086	<u>Granite Telecommunications</u>				
637364260	Hale Pk Mar 24	04/01/2024	04/01/2024	01454321	\$67.12
Subtotal for Vendor 6086 :					\$67.12
3098	<u>GRB Law</u>				
1492209	Feb 24 legal svc	04/01/2024	04/01/2024	01404452	\$4,366.00
4/24	Apr 24 retainer	04/01/2024	04/01/2024	01404312	\$600.00
Subtotal for Vendor 3098 :					\$4,966.00
4214	<u>Green Tree Borough-Sewage Acct</u>				
1000283001 0424	Boro bldg 1/4-2/5/24	04/01/2024	04/01/2024	01409364	\$155.98

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
I000294001 0424	FD 1/4-2/5/24	04/01/2024	04/01/2024	01411364	\$67.78
I000299001 0424	Wilson 1/4-2/5/24	04/01/2024	04/01/2024	01454360	\$36.02
I000300001 0424	PW 1/4-2/5/24	04/01/2024	04/01/2024	01430364	\$111.88
I001921002 0424	Gt Pk Con	04/01/2024	04/01/2024	01454360	\$7.80
Subtotal for Vendor 4214 :					\$379.46
1305	<u>GRIFFITH INC.</u>				
734212401	Public Works Supplies	04/01/2024	04/01/2024	01437220	\$72.25
R00465501	Public Works Supplies	04/01/2024	04/01/2024	01437220	(\$39.69)
Subtotal for Vendor 1305 :					\$32.56
4813	<u>HTM Designs</u>				
372024	military banner	04/01/2024	04/01/2024	01462350	\$75.00
Subtotal for Vendor 4813 :					\$75.00
5953	<u>James Mondzelewski</u>				
3/18/24	Court parking	04/01/2024	04/01/2024	01410331	\$7.00
3/20/24	Court parking	04/01/2024	04/01/2024	01410331	\$7.00
Subtotal for Vendor 5953 :					\$14.00
6126	<u>Jenlor Integrations LLC</u>				
43438	Mar 24 IT svc	04/01/2024	04/01/2024	01410218	\$2,035.65
43438	Mar 24 IT svc	04/01/2024	04/01/2024	01401218	\$2,035.65
43595	PD UPS backup battery	04/01/2024	04/01/2024	01410218	\$254.33
Subtotal for Vendor 6126 :					\$4,325.63
3709	<u>Jennifer Mathie</u>				
4/24	Apr 24 cell rmbrs	04/01/2024	04/01/2024	01450321	\$30.00
Subtotal for Vendor 3709 :					\$30.00
5988	<u>Judy Miller</u>				
36,31324	ALOM Mtg & PELRAS rmbrs	04/01/2024	04/01/2024	01401460	\$943.70
Subtotal for Vendor 5988 :					\$943.70
5779	<u>Kevin Diamond</u>				
20240207	OFFICER DIAMOND-UNIFORM ALLOWA	04/01/2024	04/01/2024	01410191	\$571.63
3/7/24	court parking	04/01/2024	04/01/2024	01410331	\$24.00
Subtotal for Vendor 5779 :					\$595.63
73	<u>KNICKERBOCKER RUSSELL CO INC</u>				
1292606	Public Works Supplies	04/01/2024	04/01/2024	01452374	\$155.34

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
Subtotal for Vendor 73 :					\$155.34
<u>428</u>	<u>LENNON, SMITH, SOULERET ENG.,</u>				
202402400	Misc tasks	04/01/2024	04/01/2024	01408452	\$1,201.77
202402409	Admin restrooms	04/01/2024	04/01/2024	01408452	\$2,920.46
Subtotal for Vendor 428 :					\$4,122.23
<u>4453</u>	<u>Martha Fenyus</u>				
2024	36-A-58 Act77 refund	04/01/2024	04/01/2024	01301100	\$177.54
Subtotal for Vendor 4453 :					\$177.54
<u>5673</u>	<u>Maxill</u>				
UIN104865	CRANBERRY EVOLVE NITRITE GLOVE	04/01/2024	04/01/2024	01410213	\$223.94
Subtotal for Vendor 5673 :					\$223.94
<u>3337</u>	<u>MEYER, UNKOVIC & SCOTT</u>				
80881398	ZHB-24-0024	04/01/2024	04/01/2024	01414430	\$455.00
Subtotal for Vendor 3337 :					\$455.00
<u>1981</u>	<u>MILLER MATS</u>				
323977	mats	04/01/2024	04/01/2024	01409226	\$122.28
Subtotal for Vendor 1981 :					\$122.28
<u>5871</u>	<u>Minuteman Press South Hills</u>				
39425	Spring 2024 Newsletters	04/01/2024	04/01/2024	01401342	\$3,741.33
39735	Office Supplies	04/01/2024	04/01/2024	01401216	\$159.65
39735	Office Supplies	04/01/2024	04/01/2024	01410219	\$147.34
Subtotal for Vendor 5871 :					\$4,048.32
<u>1515</u>	<u>NAPA AUTO PARTS, INC.</u>				
3/19/24	Public Works Supplies	04/01/2024	04/01/2024	01437220	\$12.81
314557	Public Works Supplies	04/01/2024	04/01/2024	01437220	\$33.00
315097	Public Works Supplies - GAA Cart	04/01/2024	04/01/2024	01437220	\$7.47
316320	Public Works Supplies	04/01/2024	04/01/2024	01437220	\$23.07
Subtotal for Vendor 1515 :					\$76.35
<u>678</u>	<u>NORTH EASTERN UNIFORMS</u>				
64450	OFFICER BACCI-UNIFORM ALLOWANCE	04/01/2024	04/01/2024	01410191	\$275.97
Subtotal for Vendor 678 :					\$275.97
<u>5830</u>	<u>Oreilly Auto Parts</u>				

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
6340-214409	Public Works Supplies	04/01/2024	04/01/2024	01437220	\$7.99
Subtotal for Vendor 5830 :					\$7.99
6069	<u>Pennsylvania Treasury</u>				
2023	PD unclaimed property	04/01/2024	04/01/2024	01380000	\$740.00
Subtotal for Vendor 6069 :					\$740.00
1227	<u>PITTSBURGH POST-GAZETTE</u>				
103915	2/1/24 legal ads	04/01/2024	04/01/2024	01401341	\$96.10
Subtotal for Vendor 1227 :					\$96.10
102	<u>POSTMASTER, PGH./GEN. MAIL FAC</u>				
453 2024	Permit #453 bulk mail	04/01/2024	04/01/2024	01401325	\$320.00
Subtotal for Vendor 102 :					\$320.00
1936	<u>PRUDENTIAL DEFINED CONTR SVC</u>				
4/24	Apr 24 pension pmt Miller	04/01/2024	04/01/2024	01401160	\$1,013.69
Subtotal for Vendor 1936 :					\$1,013.69
2276	<u>PURCHASE POWER</u>				
00010735516 02	refill postage meter	04/01/2024	04/01/2024	01401325	\$2,030.00
Subtotal for Vendor 2276 :					\$2,030.00
793	<u>QUILL CORPORATION</u>				
'562077,375710	Office Supplies	04/01/2024	04/01/2024	01450220	\$25.85
'562077,375710	Office Supplies	04/01/2024	04/01/2024	01401216	\$79.30
37598658	Office Supplies	04/01/2024	04/01/2024	01401218	\$163.79
Subtotal for Vendor 793 :					\$268.94
3847	<u>Ralph L Seibel Carpet Service</u>				
76909	Public Works Supplies	04/01/2024	04/01/2024	01409226	\$100.00
Subtotal for Vendor 3847 :					\$100.00
6081	<u>Revize LLC</u>				
18003	Annual software subscription	04/01/2024	04/01/2024	01401218	\$2,500.00
Subtotal for Vendor 6081 :					\$2,500.00
1387	<u>RICE ELECTRIC CO., INC.</u>				
RI-1324	15HP Crane Centrifugal End Suction Pum	04/01/2024	04/01/2024	01452450	\$2,875.00
Subtotal for Vendor 1387 :					\$2,875.00
1354	<u>ROBERT MONACO</u>				

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
4/24	Apr 24 insurance rmbrs	04/01/2024	04/01/2024	01410158	\$400.00
Subtotal for Vendor 1354 :					\$400.00
4149	<u>Robert Thomas</u>				
4124	work pants rmbrs	04/01/2024	04/01/2024	01430191	\$121.56
Subtotal for Vendor 4149 :					\$121.56
5142	<u>Ryan Bacci</u>				
3232161178	CUSTOM WALL SIGN	04/01/2024	04/01/2024	01410219	\$238.50
Subtotal for Vendor 5142 :					\$238.50
1557	<u>S & D CALIBRATION SVC INC</u>				
14151	VASCAR PLUS CERTIFICATION	04/01/2024	04/01/2024	01410374	\$128.00
Subtotal for Vendor 1557 :					\$128.00
113	<u>SHACOG</u>				
031324	2024 W. PA CRIMINAL JUSTICE	04/01/2024	04/01/2024	01410342	\$90.00
050423	2023 CRIMINAL JUSTICE PAMPHLETS	04/01/2024	04/01/2024	01410342	\$160.00
Subtotal for Vendor 113 :					\$250.00
6459	<u>Shaun Murray</u>				
3/24/24	refund security deposit	04/01/2024	04/01/2024	01342000	\$350.00
Subtotal for Vendor 6459 :					\$350.00
1815	<u>STAPLES BUSINESS ADVANTAGE</u>				
1265170,356026	Office Supplies	04/01/2024	04/01/2024	01411300	\$40.11
1265170,356026	Office Supplies	04/01/2024	04/01/2024	01401216	\$15.99
Subtotal for Vendor 1815 :					\$56.10
5956	<u>Station Automation Inc</u>				
5934	Annual License Fee Renewal	04/01/2024	04/01/2024	01411220	\$2,387.03
Subtotal for Vendor 5956 :					\$2,387.03
2594	<u>STEVEN BONNETT</u>				
030524	uniform rmbrs work boots	04/01/2024	04/01/2024	01430191	\$203.53
Subtotal for Vendor 2594 :					\$203.53
1692	<u>Trib Total Media</u>				
2468421	legal ads	04/01/2024	04/01/2024	01401341	\$85.75
2468628	legal ad	04/01/2024	04/01/2024	01401341	\$85.75

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
Subtotal for Vendor 1692 :					\$171.50
1622	TRUGREEN*CHEMLAWN				
188985250	Greentree Park Lawn Service	04/01/2024	04/01/2024	01454450	\$900.00
188985598	Green Tree Park Soccer Field Lawn Servi	04/01/2024	04/01/2024	01454450	\$300.00
188985671	Point Park Baseball Field Lawn Service	04/01/2024	04/01/2024	01454450	\$385.00
188985751	Wilson Park Lawn Service	04/01/2024	04/01/2024	01454450	\$350.00
Subtotal for Vendor 1622 :					\$1,935.00
6065	Tudi Mechanical Systems, INC				
157654	Quarterly maint	04/01/2024	04/01/2024	01409450	\$3,417.00
640023	GTVFC Exhaust Fan Repair	04/01/2024	04/01/2024	01411250	\$224.50
Subtotal for Vendor 6065 :					\$3,641.50
6455	Tyler Earl Keef				
2022	2022 67-A-316 change order refund	04/01/2024	04/01/2024	01491002	\$255.26
2023	2023 67-A-316 change order refund	04/01/2024	04/01/2024	01491002	\$255.26
Subtotal for Vendor 6455 :					\$510.52
5842	US Bank				
7235464	GOB 2021 admin fees	04/01/2024	04/01/2024	01472601	\$754.25
Subtotal for Vendor 5842 :					\$754.25
4381	VITAL SIGNS				
7749	Engraved Sign - SENTNER	04/01/2024	04/01/2024	01430200	\$38.22
Subtotal for Vendor 4381 :					\$38.22
871	WASTE MANAGEMENT				
0537984-0068-4	Feb 24 trash & recycling	04/01/2024	04/01/2024	01427451	\$8,371.20
0537984-0068-4	Feb 24 trash & recycling	04/01/2024	04/01/2024	01427450	\$29,875.20
055088500685	2nd qtr 24 backyard pick up	04/01/2024	04/01/2024	01427450	\$844.56
Subtotal for Vendor 871 :					\$39,090.96
6064	WILSON GROUP				
277396	copier overage 2/20-3/19/24	04/01/2024	04/01/2024	01402215	\$125.10
Subtotal for Vendor 6064 :					\$125.10
3430	WITMER ASSOCIATES INC				
INV439353	SPEER GOLD DOT HIGH-PERFORMAN	04/01/2024	04/01/2024	01410200	\$391.27
Subtotal for Vendor 3430 :					\$391.27

Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
133	WOLTZ & WIND FORD, INC.				
FOCS204975	Squad Maintenance	04/01/2024	04/01/2024	01411374	\$314.88
FOCS206445	Vehicle #110 Maintenance	04/01/2024	04/01/2024	01437374	\$813.93
Subtotal for Vendor 133 :					\$1,128.81
Subtotal for Fund 1 :					\$110,323.17

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
4 STORM SEWER FUND					
428	LENNON, SMITH, SOULERET ENG.,				
202402401	EPA NPDES Ph II MS4 Permit #3	04/01/2024	04/01/2024	04436400	\$3,001.66
202402402	EPA NPDES Ph II MS4 Permit #3 testing	04/01/2024	04/01/2024	04436400	\$282.00
202402404	MS4 PRP rain garden	04/01/2024	04/01/2024	04436260	\$12,741.54
202402408	Arla Storm sewer	04/01/2024	04/01/2024	04436400	\$2,020.25
Subtotal for Vendor 428 :					\$18,045.45
6396	LM&R Excavating LLC				
2 23-SW2	rain garden pmt	04/01/2024	04/01/2024	04436260	\$193,062.22
Subtotal for Vendor 6396 :					\$193,062.22
Subtotal for Fund 4 :					\$211,107.67

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Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
8 SANITARY SEWER FUND					
4432	American Water				
4000278108	sewer usage data	04/01/2024	04/01/2024	08436210	\$136.60
Subtotal for Vendor 4432 :					\$136.60
6279	Henry Ward				
1001264-001	Wastewater Refund - 309 Forest Drive	04/01/2024	04/01/2024	08364002	\$96.29
Subtotal for Vendor 6279 :					\$96.29
428	LENNON, SMITH, SOULERET ENG.,				
202402403	Chapter 94 wasteload mgmt	04/01/2024	04/01/2024	08436240	\$671.00
202402406	San sewer O&M	04/01/2024	04/01/2024	08436240	\$2,445.78
202402407	Heckler Dr san sewer	04/01/2024	04/01/2024	08436290	\$4,468.31
Subtotal for Vendor 428 :					\$7,585.09
6456	Nobles Enterprise LLC				
1001911-005	Wastewater Refund - 2351 Noblestown R	04/01/2024	04/01/2024	08364002	\$1,600.01
Subtotal for Vendor 6456 :					\$1,600.01
5910	Penn Bridge Land Abstract				
1001760-002	Wastewater Refund - 5 Elmhurst Road	04/01/2024	04/01/2024	08364002	\$147.10
Subtotal for Vendor 5910 :					\$147.10
508	PENNSYLVANIA ONE CALL SYS INC				
1042755	Feb 24 svc	04/01/2024	04/01/2024	08436230	\$34.96
Subtotal for Vendor 508 :					\$34.96
6458	Richard Paul				
1000803-002	Wastewater Refund - 1051 Norsis Drive	04/01/2024	04/01/2024	08364002	\$14.55
Subtotal for Vendor 6458 :					\$14.55
6457	Salvation Army				
1000188-001	Wastewater Refund - 227 Sheldon Ave	04/01/2024	04/01/2024	08364002	\$13.85
Subtotal for Vendor 6457 :					\$13.85
Subtotal for Fund 8 :					\$9,628.45

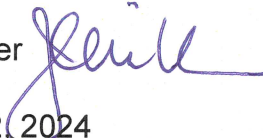
Vendor ID	Invoice	Inv Date	Due Date	Ledger Acct	Invoice Amt
19 CAPITAL PROJECTS FUND					
428	LENNON, SMITH, SOULERET ENG.,				
202402405	Firehall Vestibule	04/01/2024	04/01/2024	19409820	\$4,255.88
202402410	2023 Road program	04/01/2024	04/01/2024	19430450	\$141.00
202402411	2024 road program	04/01/2024	04/01/2024	19430450	\$3,624.43
Subtotal for Vendor 428 :					\$8,021.31
6065	Tudi Mechanical Systems, INC				
156811	Borough Building Fan Powered Box Repla	04/01/2024	04/01/2024	19409701	\$13,950.00
Subtotal for Vendor 6065 :					\$13,950.00
Subtotal for Fund 19 :					\$21,971.31



7.a.3

Borough of Green Tree

INTEROFFICE MEMORANDUM

To Council/Mayor Schenck
From Judy Miller 
Date March 22, 2024
Subject Teamsters 249 Contract Settlement

As you may recall, Babette and I have been working with the Teamsters 249 Business Agent and membership for the past couple of months on the renewal of the current Bargaining Agreement, which expires March 31, 2024.

Attached is a summary of the terms that were discussed with, and voted upon by the Teamsters membership, which is inclusive of the six laborers and custodian within the Public Works Department. These terms were unanimously approved by the membership. The next step in the process is for Council to vote to accept these terms, and as such I will place a motion for approval of the new contract terms on the April 1, 2024 Agenda.

I believe the proposed terms of the new agreement are equitable, especially in light of current economic conditions. Securing concessions for future hires will provide relief to the Borough in several areas, but most importantly with respect to pension contributions.

I wanted to provide this information in advance so that if you have any questions, you will have sufficient time to talk with me in before the meeting.

Cc: Babette Legler

GREEN TREE BOROUGH/TEAMSTERS 249 PROPOSED SETTLEMENT

1. 2024 - 2025	3%
2025 - 2026	3%
2026 - 2027	3%
2027 - 2028	2.75%

2. **PART-TIME EMPLOYEES**- Increase hourly rate from \$10.00/hour to \$15.00/hour

3. **BENEFIT PROGRAMS** - Increase employee contribution to Medical Premium, the cost of which is \$10,703/single and \$25,356/family. Revised from \$850/year for single enrollment and \$1,400/year for family coverage to:

2024 - 2025	8% of enrolled annual premium
2025 - 2026	same dollar contribution as 2024-2025 year.
2026 - 2027	8% of enrolled premium
2027 - 2028	9% of enrolled premium

4. **LIFE INSURANCE** - increase coverage from \$25,000 TO \$50,000

5. **PENSION CONTRIBUTIONS** - Reduce Borough pension contribution scale for all employees hired after March 1, 2024.

Years of services 1 – 10	9%	(down from 11%)
Years of services 11+	12%	(down from current max of 16%)

6. **DISABILITY INSURANCE**- Increase from \$450/week to \$600/week – last increase was over 10 years ago

7. **VACATION** - Reduce maximum vacation allowance from 25 to 20 days for all hires after March 1, 2024

8. **On-Call SYSTEM** - \$150/week from \$100/week – last increase was over 10 years ago

9. **Article 9.8 Revise language to say:** Employees will be entitled to the benefits of the FMLA to the extent required by law.
Currently an FMLA Policy is in place which grants employees FMLA benefits, which is not required.

10. **Article 10.7, 5. Break in Service – reduce number of months:**

Employees with one or more year's continuous service who are absent due to a layoff or physical disability which extends for **24 months**; reduced from 36 months.

ORDINANCE #1896
BOROUGH OF GREEN TREE

ALLEGHENY COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF GREEN TREE, ALLEGHENY COUNTY, PENNSYLVANIA, IMPLEMENTING AND ADOPTING THE TERMS, CONDITIONS, HOURLY RATES OR PAY AND FRINGE BENEFITS UNDER A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOROUGH OF GREEN TREE AND THE GENERAL TEAMSTERS, CHAUFFEURS, AND HELPERS UNION NO. 249 AS THE EXCLUSIVE BARGAINING AGENT FOR THE UNIT CERTIFIED BY THE PENNSYLVANIA LABOR RELATIONS BOARD IN CASE NO. PERA-R-91-54-W ISSUED MAY 20, 1991 FOR THE PERIOD COMMENCING APRIL 1, 2024 AND ENDING MARCH 31, 2028 AND AUTHORIZING THE PROPER OFFICERS TO EXECUTE THE SAID COLLECTIVE BARGAINING AGREEMENT

WHEREAS, the Borough of Green Tree, by and in conjunction with the General Teamsters, Chauffeurs, and Helpers Local Union 249, hereinafter the "Union", have modified their existing Collective Bargaining Agreement implementing the terms, conditions, and annual salaries, hourly rate of pay and fringe benefits for the unit certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-91-54-W issued May 20, 1991, for the period commencing April 1, 2024 and ending March 31, 2028.

NOW, THEREFORE, THE BOROUGH OF GREEN TREE HEREBY ORDAINS:

Section 1: The proper officials of the Borough of Green Tree are hereby authorized to execute the Collective Bargaining Agreement by and between the Borough of Green Tree and the Union for the period of April 1, 2024 through March 31, 2028.

Section 2. Any ordinance or resolution or part of an ordinance or resolution conflicting with the provisions of this Ordinance be and the same is hereby repealed insofar as the same may affect this Ordinance.

ORDAINED AND ENACTED this 1st day of April , 2024.

ATTEST:

Judith Miller, Manager
BOROUGH OF GREEN TREE

Arthur Tintori, President
GREEN TREE BOROUGH COUNCIL

EXAMINED and APPROVED by me this 1st day of April , 2024.

Edward Schenck, Mayor
BOROUGH OF GREEN TREE

7.a.4

ALLEGHENY COUNTY, PENNSYLVANIA

WHEREAS, it is the desire of Council of the Borough of Green Tree to set the hourly rate of pay for the part-time seasonal position set forth herein; and

Edward Schenck, Mayor
BOROUGH OF GREEN TREE

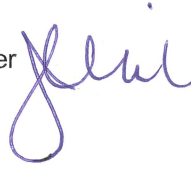


7.a.5

Borough of Green Tree

INTEROFFICE MEMORANDUM

To Borough Council Members and Mayor

From Judy Miller, Borough Manager 

Date March 25, 2024

Subject Acceptance of Verizon Franchise Agreement

Attached is the Executive Summary from the Cohen Law Group which highlights the terms and conditions of the Franchise Renewal Agreement with Verizon; this Agreement was negotiated through the Char-West COG consortium.

As the terms are favorable, I recommend Council approve the Agreement via Resolution which will be placed on the April 1, 2024 meeting Agenda. Should you have any questions, please let me know so that I may review them with the Cohen attorneys and provide an answer in advance of the April 1, 2024 meeting.



**EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL
AGREEMENT WITH VERIZON PENNSYLVANIA LLC
February 23, 2024**

Introduction

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a Cable Franchise Renewal Agreement (“Agreement”). The negotiation of this Agreement took longer than expected, because the climate for negotiations was a challenging one. The reason is that there have been dramatic developments since Verizon first entered the cable market in Pennsylvania in 2006-08. They fall into three categories—changes in the industry, in technology, and in the regulatory landscape.

First, the video industry has undergone a transformation that has led to much greater competition for cable operators like Verizon. The users of video streaming services, such as Netflix, Hulu and Disney+, have increased 89% in the last five years and are expected to increase by another 41% by 2027. (*Statista*, November 2022). Because they operate over the internet rather than over a cable system, these streaming services are not subject to a cable franchise agreement or the assessment of franchise fees. Meanwhile, the number of cable television subscribers has decreased by 20% in the last six years. (*Pew Research Center*, March 2021).

Second, the technology for distributing video services has also changed dramatically over this time period. There has been a strong migration to wireless video services, which in the case of Verizon, has led the company to redirect capital funds from the FiOS wired service to Verizon Wireless. In addition and while we strongly disagree, there are some industry representatives who question whether Verizon’s FiOS television platform is actually an internet-based platform that is not technically a “cable system” under the Cable Act.

Finally, there has been a significant shift in the regulations applicable to cable franchising. The Federal Communication Commission’s (“FCC’s”) 2019 Third Report and Order was the most consequential regulatory change in cable franchising in the last 24 years (since the Telecommunications Act of 1996). The key ruling of the Order is that all “in-kind, non-capital cable company contributions” to local governments fall within the maximum five percent (5%) franchise fee and therefore may be offset against franchise fee payments.

It was against this backdrop that CLG negotiated a cable franchise renewal agreement with Verizon. Given that Verizon is subject to greater competition, there have been significant technology changes, and municipalities have somewhat fewer legal rights today, much of our

negotiations involved fighting to retain the benefits in your current franchise agreement. The following is a brief summary of the major provisions contained in the new Agreement. While there are many other important provisions in the Agreement, this summary addresses only the major items. The Agreement is subject, of course, to approval by your local governing body.

1. Franchise Fees

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new agreement is the same as in your current Verizon agreement. The Agreement also includes a comprehensive definition of "gross revenue" that includes twenty-two (22) enumerated revenue sources that will maximize your municipality's franchise fee revenue.

The "gross revenues" list includes all current eligible revenue sources and a "catch all" item to capture future revenue sources that are not foreseeable today. The list adds two new sources that are not in your current agreement, but that we asked to be included—regional sports programming fees and revenue from the sale of subscriber lists. As you know, all franchise fees are passed through to cable subscribers as a separate line item on their bills.

2. Franchise Fee Accountability

As with your current agreement, the new Agreement also authorizes your municipality to conduct a franchise fee audit of Verizon to ensure the accurate payment of franchise fees. If an audit is conducted, it will be subject to a four-year "look back" period and Verizon must pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of franchise fee revenue of five percent (5%) or more, then Verizon must also pay \$3,000 toward the cost of the audit.

The process for franchise fee audits in your current agreement is minimal. Based on our firm's past experience in conducting audits of Verizon, we requested new provisions to ensure that the audit process is fair to both sides. While Verizon did not agree to all of our requests, the audit section adds new process language, including the requirements that Verizon "provide all records reasonably necessary" for the audit and that it respond to "reasonable follow-up records requests to the extent necessary to complete the audit."

Finally, the new Agreement includes a stronger "bundled services" protection than the one in the current agreement. If a subscriber purchases all of Verizon's three services (i.e. cable, internet and phone) and receives a "bundled services" discount, this provision ensures that the discount is not applied solely to cable services. If this occurred, then franchise fee revenue to the municipality would be reduced. The new Agreement states that Verizon "will not intentionally or unlawfully allocate such revenue for the purpose of evading payments under this Franchise."

3. Conditional Unilateral Termination

This is the issue that caused the most contentious debate during our negotiations with Verizon. Verizon initially insisted upon the unilateral right to terminate the Agreement and all of

its obligations upon sixty (60) days' written notice to the municipality. Its stated reasons for this request are consistent with the first two issues discussed in the introduction above—namely, competition in the video industry and changes in technology. Either or both of these developments could cause Verizon to end its foray into the cable television market.

Recognizing that, if Verizon decides to terminate its cable service business, there is little the municipality could do to stop it, we fought with Verizon's attorneys for months to include protections for the municipality. We asked for certain pre-conditions to any termination as well as a reasonable notice period, so that the municipality would not suffer an abrupt drop in franchise fee revenue without the time to be able to fill the ensuing revenue gap. This notice period would also give Verizon subscribers time to switch to the incumbent cable operator and help preserve franchise fees for the municipality. Note that the current franchise agreement with Verizon also includes a unilateral termination provision.¹

In the end, Verizon agreed to the following: 1) a pre-condition of a decrease of at least six percent (6%) of Verizon subscribers in the municipality over a twelve (12) month period; 2) the twelve (12) month period may not begin until after the effective date of the Agreement; and 3) after meeting this pre-condition, Verizon must give a separate twelve (12) months' notice to the municipality of its plans to terminate its cable service. Based on its counsel's representations, Verizon has not yet suffered a loss of six percent (6%) of its cable subscribers in a twelve (12) month period in any of its jurisdictions. If Verizon were to experience such a loss in your municipality going forward and if it decides to terminate, then it must provide at least one year's advanced notice to the municipality. After months of negotiations, we can confidently state that this is as far as Verizon is willing to go on this issue.

4. Customer Service Standards

The new Agreement includes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Verizon measure compliance if there are subscriber complaints;
- Time limits for commencing installation, service interruption and repair work, including limits on technicians cancelling appointments with subscribers;
- A four-hour "appointment window" for service calls;
- Credits for service interruptions of four or more hours upon request;
- Requirements that bills be clear and fully itemized, and that Verizon may not impose late fees on a subscriber who disputes a bill in good faith until the dispute is resolved;

¹ Verizon retained the right to terminate the current agreement after three years if it "does not then in good faith believe it has achieved a commercially reasonable level of subscriber penetration on its cable system, making it commercially impracticable for Verizon to continue the provision of cable service in the municipality." In other words, if Verizon had decided to shut down its cable service because it had not signed up a sufficient number of cable customers, then it could have terminated the Agreement.

- Customer complaint procedures and time frames; and
- Requirements to be met prior to Verizon disconnecting a subscriber's cable service.

5. Reporting and Records Requirements

As with the current agreement, the new Agreement requires Verizon to send the municipality a quarterly, line-item franchise fee report. In addition, Verizon must keep the following specific records that may be inspected by the municipality: 1) records of all "complaints" as defined in the Agreement; 2) records of all "significant outages" as defined in the Agreement; 3) records of service calls for repair or maintenance; and 4) records of installation/reconnection activities and requests for service extensions. The municipality also has the right to inspect all of Verizon's records pertaining to the Agreement or any aspect of Verizon's cable service. Verizon must retain these records for at least four years.

6. Cable Services to Community Facilities

In your current agreement, Verizon agreed to provide free Basic Service to the municipal buildings, public and private schools, and public libraries listed in Exhibit A to the agreement. In 2019, however, the FCC injected a major new restriction regarding this issue in its Third Report and Order. The Order states that "costs attributable to franchise terms that require a cable operator to provide free or discounted cable services to public buildings" may be offset against franchise fees. The FCC found that these courtesy services are in-kind contributions and therefore fall within the five percent (5%) franchise fee cap.²

As such, Verizon will no longer provide courtesy cable services and will charge municipalities that wish to receive such services. The FCC Order is being challenged in court by many municipalities and local government associations around the country. As such, the new Agreement states that, if the courtesy services portion of the Order is reversed on final appeal, then, if requested in writing by the municipality, Verizon will provide Basic Service to the public buildings listed in Exhibit A to the Agreement on a complimentary basis.

7. Educational and Governmental Channels

Federal law grants municipalities the right to dedicated Public, Educational and Governmental ("PEG") Access Channels noting that the acronym "EG" is used in the absence of a Public Access Channel. In the Agreement, Verizon will continue to provide one or more Educational and/or Governmental Channels to be used for programming related to educational and/or governmental activities. The municipality or its designee would have complete control over the content, scheduling, and administration of the Channel(s), and the municipality may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

Verizon will continue to provide and maintain the wires and other signal distribution equipment so that programming can originate from the selected video origination location(s) and

² For those municipalities that assess a franchise fee percentage that is lower than five percent (5%), they may receive free cable services for public facilities.

be distributed over the cable system. Verizon is required to cablecast the EG Channel(s) to all Verizon subscribers and the technical quality of the EG Channel(s) must be comparable to the technical quality used for commercial channels.

While the EG Channel(s) is(are) currently provided in Standard Definition (“SD”) format, Verizon has agreed to provide one EG Channel in High Definition (“HD”) format upon request. The municipality may make a written request at any time to upgrade one EG Channel to HD format with such obligation of Verizon to be fulfilled within two hundred seventy (270) days of Verizon’s receipt of such written notice. We have included in this packet a draft letter to Verizon making such a request on behalf of the municipality. The new HD channel will be assigned a new number on Verizon’s channel lineup and may no longer be located on the Basic Service Tier.

8. EG Capital Grant

The Agreement also requires Verizon to provide the municipality with a cash franchise grant to be used for capital expenses “in support of the production of local EG Channel programming.” The grant is to be paid to the municipality within ninety (90) days of the effective date of the Agreement. The grant amount negotiated for the municipality is \$2,226 based on considerable negotiation regarding same. Verizon reserves the right as allowed by federal law to pass the grant through to subscribers and spread it out over the entire term of the franchise.

9. Enforcement

The Agreement provides the municipality with three enforcement tools in the event that Verizon violates the Agreement—liquidated damages (pre-determined monetary fines), lawsuit and revocation. The Agreement includes liquidated damages for eight categories of potential violations. Verizon agreed in the new Agreement to increase the damage amounts from the current agreement due to inflation. The new damage amounts are \$150 per day (up from \$100 per day in the current agreement) for all categories, except for violations of customer service standards, which are \$450 per quarter (up from \$300 per quarter). The amount of liquidated damages per year for each municipality may not exceed \$15,000 (up from \$12,000).

The municipality also has the option to file a lawsuit against the cable operator or, in the case of an extreme violation, revoke the Agreement altogether after providing due process rights to Verizon. If the municipality revokes the Agreement, Verizon may appeal the revocation to a court of competent jurisdiction.

10. Modification/Termination Based on Video Service Provider Requirements

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another cable operator that is more favorable to that company than this Agreement is to Verizon. After much negotiation, we agreed that the provision will trigger only if your municipality enters into another franchise or other agreement with a “video service provider (VSP)” to provide video services and

if that agreement “taken as a whole upon consideration of all of its material obligations, is less burdensome than those imposed by this (Agreement).”³

If this occurs, then Verizon may notify the municipality and, within 60 days of such notice, the parties must “commence negotiations to modify this (Agreement) to create reasonable competitive equity between Verizon and such other VSP’s.” Initially, Verizon wanted to define VSP’s broadly to include wireless companies utilizing the public rights-of-way. We objected on the grounds that wireless companies are subject to completely different regulatory requirements, not the least of which is that wireless companies may not legally be subject to fees calculated as a percentage of gross revenues, such as franchise fees. In the end, Verizon agreed to define VSP to only include wired facilities in the rights-of-way.

11. Length of Franchise Term

Typically, in renewal negotiations, cable operators seek longer franchise terms and municipalities seek shorter terms. The reason is that, for cable operators, franchise agreements secure their capital investment in the cable system, and for municipalities, franchise agreements typically provide new benefits and allow municipalities to address new technologies. In our experience, the average franchise term for all cable operators is ten (10) years.

In this negotiation, however, Verizon turned this policy upside down and insisted on a five (5) year term. For the reasons described in the introduction above, Verizon does not want to be locked into a longer term (despite the “unilateral termination” provision described above). Verizon attorneys stated that no local government in the United States has negotiated a longer renewal term than five years with Verizon. From the beginning of the negotiations, its attorneys said that this item was non-negotiable. As such, the length of term in the new Agreement is (5) years.

Thank you for the opportunity to present this summary of the major provisions of the new Agreement. Please do not hesitate to contact either of us directly if you have any questions or concerns.

*Dan Cohen and Phil Fraga
Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215*

*Phone: (412) 447-0130
Emails: dcohen@cohenlawgroup.org
pfraga@cohenlawgroup.org*

³ The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

RESOLUTION # 1340
BOROUGH OF GREEN TREE

ALLEGHENY COUNTY, PENNSYLVANIA

**A RESOLUTION OF THE BOROUGH OF GREEN TREE, ALLEGHENY COUNTY,
PENNSYLVANIA AUTHORIZING EXECUTION OF A CABLE FRANCHISE
AGREEMENT BETWEEN THE BOROUGH OF GREEN TREE AND VERIZON
PENNSYLVANIA LLC**

WHEREAS, the Franchisee is a “cable operator” and the Borough is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Borough is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Borough pursuant to Title VI of the Communications Act; and

WHEREAS, the Borough previously granted to the Franchisee a nonexclusive initial Franchise to install, maintain, extend, and operate a Cable System in the Borough which has since expired (the “Initial Franchise”); and

WHEREAS, the Franchisee has operated a Cable System in accordance with the Initial Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Borough which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or this Agreement; and

WHEREAS, the Franchisee has requested that the Borough renew the Franchisee’s Franchise to provide Cable Service to residents of the Borough; and

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Borough undertook a process to determine whether it should renew the Initial Franchise and the terms for such a renewal; and

WHEREAS, the Borough has examined the past performance of the Franchisee and has identified the Borough’s future cable-related needs and interests; and

WHEREAS, following good faith negotiations between the parties, the Borough and the Franchisee have agreed on the terms for a Franchise Renewal Agreement under which the Franchisee will continue to operate its Cable System in the Borough; and

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state, and local laws and regulations.

NOW THEREFORE, BE IT RESOLVED that the Borough Council does hereby approve the cable franchise agreement negotiated with the Franchisee, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ADOPTED this 1st day of April , 2024.

ATTEST:

Judith Miller, Manager
BOROUGH OF GREEN TREE

Arthur Tintori, President
GREEN TREE BOROUGH COUNCIL

EXAMINED and APPROVED by me this 1st day of April , 2024.

Edward Schenck, Mayor
BOROUGH OF GREEN TREE

RESOLUTION # 1341
BOROUGH OF GREEN TREE
ALLEGHENY COUNTY, PENNSYLVANIA

**A RESOLUTION OF THE BOROUGH OF GREEN TREE, ALLEGHENY COUNTY,
PENNSYLVANIA AUTHORIZING THE PROPER BOROUGH OFFICIAL TO EXECUTE
THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION COMPREHENSIVE
MAINTENANCE SERVICES AGREEMENT**

BE IT RESOLVED, by the authority of the Borough Council of the Borough of Green Tree, Allegheny County, and it is hereby resolved by the authority of the same, that the Council President of the Borough of Green Tree be authorized and directed to sign the attached Comprehensive Maintenance Services Agreement on its behalf.

NOW THEREFORE BE IT RESOLVED, that the Green Tree Borough Council formally adopts the attached Pennsylvania Department of Transportation Comprehensive Maintenance Agreement, Exhibit A, Agreement No. 11A189.

ADOPTED this 1st day of April, 2024.

ATTEST:

Judith Miller, Manager
BOROUGH OF GREEN TREE

Arthur Tintori, President
GREEN TREE BOROUGH COUNCIL

EXAMINED and **APPROVED** by me this 1st day of April, 2024.

Edward Schenck, Mayor
BOROUGH OF GREEN TREE

I, Judith Miller, duly qualified Secretary of the Borough of Green Tree, Allegheny County, Pennsylvania, do hereby certify that the foregoing is a true and correct copy of a Resolution adopted by a majority vote of Green Tree Borough Council at a regular meeting held Monday, April 1st, 2024.

Borough of Green Tree
Allegheny County

Judith Miller, Secretary

EXHIBIT A

Agreement No. 11A189
FID No. 256000374
SAP Vendor No. 158797

Comprehensive Maintenance Services

This Comprehensive Maintenance Services Agreement is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Transportation ("PennDOT") and Borough of Green Tree, ("Provider").

Certain public highways, including bridges and approaches, have been adopted and taken over as part of the State Highway System, to be constructed, improved and maintained by PennDOT, upon the terms and conditions and subject to the limitations contained in the Limited Access Highway Law (Act of May 29, 1945, P.L. 1108), State Highway Law (Act of June 1, 1945, P.L. 1242), and the County and Municipal State Highway Law (Act of September 18, 1961, P.L. 1389), all as supplemented and amended.

PennDOT and the Provider are both public procurement units under Chapter 19 of the Commonwealth Procurement Code, 62 Pa.C.S. § 1901 *et seq.*, and are authorized to enter into agreements related to the cooperative use of supplies and services pursuant to Section 1904 of the Procurement Code, 62 Pa.C.S. § 1904.

PennDOT desires to obtain the assistance of the Provider to perform minor routine maintenance work on the State Highways. The Provider has equipment, materials, and personnel available to perform activities of repair and maintenance within the Provider, for payment by PennDOT, in accordance with the terms, conditions, and provisions set forth below.

The parties, intending to be legally bound, agree as follows:

1. **General Provisions.** The Provider shall, in a good and workmanlike manner, perform the minor routine maintenance work at the amounts set forth in Exhibit A, attached to this agreement, on the State Highways located within the boundaries as listed on Exhibit B, attached to this agreement. The Provider shall use equipment owned or leased by it and its own materials and personnel to perform the work. The Provider shall be responsible for maintenance and protection of traffic at all times during the performance of its responsibilities under this agreement. All work shall be completed in accordance with all applicable PennDOT policies and publications, which includes, but is not limited to, Publication 408 (Highway Construction Specifications), Publication 113 (Highway Foreman Manual), and Publication 213 (Temporary Traffic Control Guidelines).
2. **Payment.** PennDOT shall pay the Provider for all authorized work performed on the items and for the prices as listed on Exhibit A, as follows:
 - a) lump sum items shall be paid on a quarterly basis; and
 - b) items performed on a unit price basis shall be paid in accordance with Section 3, below.
3. **Invoices.** The Provider may submit invoices at various intervals, but in no event shall invoices be submitted more frequently than on a monthly basis. Invoices shall be accompanied by a written statement certifying that the work listed in the invoice was performed properly, specifically in accordance with the specifications, policies, and procedures set forth in this agreement.
4. **Adjusted Base Payment Rates for Subsequent Years.** For each year following the first year of the initial term, all the rates will annually be increased by two percent, as reflected in Exhibit A.

5. **Maximum Payment.** The maximum amount payable under this agreement by PennDOT to the Provider shall not exceed the sum of \$9,764.05 and the subsequent years shall not exceed the sum of \$3,190.45 with the two percent increase, without a written supplemental agreement signed by both parties.
6. **Independent Contractor.** The Provider undertakes the maintenance and repair responsibilities as an independent contractor, and its employees or lessors are not considered employees of PennDOT or the Commonwealth for any purposes. PennDOT or the Commonwealth shall not be liable, nor shall they indemnify, defend, or save harmless the Provider for the negligent acts of the Provider's employees, or lessors during the performance of or resulting from the performance under this agreement.
7. **Inspection of Work.** Within 60 days of completion of the work, the work performed by the Provider under this agreement shall be subject to inspection by the Secretary of PennDOT, a District Engineer for PennDOT, or a duly authorized representative of PennDOT. If, upon inspection, certain work is found not to be in conformance with the specifications, policies, and procedures of PennDOT, or is not performed in a good and workmanlike manner, the work shall be corrected or re-performed as necessary, by the Provider, at no cost to PennDOT. PennDOT shall not be obligated to conduct an inspection program; spot inspections or inspection of a particular project shall be conducted at the sole discretion of PennDOT.
8. **Commonwealth Standard Provisions.** The Provider agrees to comply with the Commonwealth provisions attached as Exhibit C.
9. **Resolutions and Ordinances.** The Provider shall enact or adopt such ordinances or resolutions as may be necessary to affect the purposes of this agreement.

10. **Effective Date.** The Effective Date is the date that this agreement is fully executed by the Provider and PennDOT and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

11. **Term and Termination of Agreement.** The term of this agreement will commence on the Effective Date (as defined above) and remain in effect until June 30th, 2027, unless terminated earlier for cause or convenience, upon 30 days' written notice by either party to the other. Upon termination for cause or convenience, all obligations, except liability for claims arising from the Provider's performance and damages incurred by PennDOT shall cease. In the event of termination, the Provider shall be paid for the work performed prior to the date of termination, to the extent such work has been performed in accordance with the requirements of this agreement.

12. **Start Date.** The Provider shall either start to perform work on the date five business days after submission of its proposed work plan, in accordance with this Section, or another date agreed to by both the Provider and PennDOT, whichever is later. The Provider shall not start work until notified by PennDOT that the agreement is fully executed and approved.

a) **Work Program.** Within ten days after the start date for work to be performed in accordance with this Section, and every 90 days thereafter, the Provider shall submit a proposed work program to PennDOT, addressed to PennDOT's local County Maintenance Manager. The proposed work program must include language that the Provider will put PennDOT on notice when work under this agreement is being performed. The Provider

may proceed to work five working days after submitting its proposed work program to PennDOT, unless notified to the contrary

- b) **Amended Work Program.** The Provider may, at any time during the progress of a quarterly work program, submit a supplemental or amended work program and may proceed to work five working days after submitting such amended work program, unless notified to the contrary.
- c) **Emergency Work.** If an emergency situation arises, PennDOT's local County Maintenance Manager, who shall be responsible for declaring such an emergency situation, may give verbal authorization to the Provider to perform necessary additional work. The Provider shall promptly confirm any emergency authorization in writing. Any emergency work authorized pursuant to this Section shall be limited to the categories of work for which the Provider has assumed responsibility under this agreement.

13. **Amendments and Modifications.** No alterations or variations to this agreement will be valid unless made in writing and signed by the parties. Amendments to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.

14. **Severability.** The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person, or circumstance will not be affected.

15. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition

of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

16. Independence of the Parties. Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Provider and PennDOT, or as constituting PennDOT as the representative or general agent of the Provider.

17. Assignment. This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

18. No Third-Party Beneficiary Rights. This agreement does not create or intend to confer any rights in or on persons or entities not a party to this agreement.

19. Notices. All notices and reports arising out of, or from, the provisions of this agreement must be in writing and given to the parties at the address provided under this agreement, either by regular mail, e-mail, or delivery in person:

If to PennDOT:

Address: 45 Thoms Run Rd

Bridgeville, PA 15017

Email: tihann@pa.gov

If to the Provider:

Address: 10 West Manilla Ave

Pittsburgh, PA 15220

Email: wsteffes@greentreeboro.com

or to such other person or address as the parties may provide to each other in writing.

20. **Force Majeure.** Neither party will be liable for failure to perform under this agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

21. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

22. **Counterparts.** This agreement may be executed in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.

[The remainder of this page is intentionally left blank.]

The parties have executed this agreement to be effective as of the date of the last signature affixed below.

Provider

BY _____
Signature DATE
Borough Manager
Title

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY
COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY _____
District Executive DATE

APPROVED AS TO LEGALITY
AND FORM

BY _____
Office of Chief Counsel Date

FUNDS COMMITMENT DOCUMENT
NO.

BY _____
Office of General Counsel Date

BY _____
Office of Attorney General Date

BY _____
for Comptroller Operations Date

Agreement No. 11A189 split 0%, expenditure amount of \$0.00, for federal funds and 100%, expenditure amount of \$9,764.05, for state funds. The related federal assistance program name and number is N/A; N/A. The state program name and SAP fund is Highway Maintenance; 582.

AT-94.3

RESOLUTION

BE IT RESOLVED, by authority of the _____
(name of governing body)

of the _____, _____ County, and it is hereby resolved
(Name of Municipality) (Name of County)

by authority of the same, that the _____ of said
(Title of Authorized Signatory)

Municipality be authorized and directed to sign the _____ Agreement on its behalf.

ATTEST:

(Name of Municipality)

(Signature and official title) By: _____
(Signature and official title)

I, _____,
(Name) (Official title)

of the _____, do hereby certify that the
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the

_____, held the _____ day of _____,
(Name of governing body)

_____.

Date: _____
(Signature and official title)

NOTE: Signature on the Agreement must conform with the signature on this Resolution.

ATTACHMENT "B"
Municipal Services Comprehensive Maintenance Agreement Rate Schedule
For Use During the 2024 - 25 Season

CATEGORY	ITEM	RATE	UNIT
Unpaved Roads	Shaping	\$940.84	Mile
	Dust Pallative	\$0.67	Square Yard
Unpaved Shoulders	Grading	\$1,036.49	Mile
	Dust Pallative	\$0.65	Square Yard
	Cutting	\$1,436.96	Mile
	Side Dozing	\$1.12	Foot
Pavement	Manual Patching	\$418.80	Ton
	Mechanized Patching	\$114.64	Ton
	Base Repair	\$108.00	Ton
	Skin Patching	\$5.90	Gallon
	Single Seal Coat	\$2.84	Gallon
	Crack Sealing Bituminous Surface	\$2,217.48	Lane Mile
	Crack and Joint Sealing Concrete	\$2,653.37	Lane Mile
Paved Shoulders	Manual Patching	\$341.08	Ton
	Mechanized Patching	\$89.57	Ton
	Base Repair	\$149.48	Ton
	Skin Patching	\$5.67	Gallon
Drainage/Cleaning	Clean Inlets	\$52.38	Each
	Clean Ditches	\$2.46	Foot
	Clean Pipes <36"	\$6.76	Foot
	Clean pipes >=36"	Negotiable	Foot
	Repair/Replace End Wall	\$636.87	Each
	Inlet Repair/Replace (Pre-Cast)	\$3,207.54	Each
	Repair/Replace Pipe and Culverts <36"	\$78.95	Foot
Miscellaneous	Repair/Replace Pipe and Culverts >=36"	Negotiable	Foot
	All Signs	\$46.29	Hour (1)
	Guiderail Repair	\$49.69	Hour (1)
	Mowing	\$110.32	Acre
	Mowing	\$108.21	Lane Mile
	Sweeping	\$149.45	Hour
	U-Drain	\$20.96	Linear Foot
	Concrete repair (labor, materials, equipment)	\$290.72	Square Yard
	Gabion Basket (includes everything)	\$462.77	Cubic Yard
	Austrian Pine 8' high - balled and burlaped	\$489.96	Each
	Velvet Pillar Crabtree	\$544.43	Each
	Shade Master Honey Locust Tree	\$680.53	Each

(1) Plus materials if the Department does not supply them

Exhibit B - State Highways

County: Allegheny

Provider: Green Tree Borough

SAP Vendor No.	158797
FID No.	256000374
Agreement No.	11A189

Mowing Comprehensive Agreement Term: 3 Years

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
S.R.	Local Description	Begin Segment	Begin Offset	End Segment	End Offset	Total Acres	Cycles	Total Costs
376/8035	Greentree Interchange Area	0010	0000	0750	0578	9.64 Acres	3 Cycles a year min.	\$3,190.45 per FY

Cost per acre = \$110.32

FY = Fiscal Year, July 1st to June 30th

Exhibit B

Suggested Total Encumbrance

w/ 2% yearly increase:

FY 2024 - \$3,190.45

FY 2025 - \$3,254.26

FY 2026 - \$3,319.34

Total = \$9,764.05 for 3 years

Commonwealth Standard Terms and Conditions (Revised - 10/1/2023)

1. DEFINITIONS.

Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the contract to which it is attached.

2. ENHANCED MINIMUM WAGE. [Intentionally Omitted]

3. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract, as determined by the Commonwealth in its sole discretion.
- b. **Commonwealth Attorneys Act.** The Commonwealth shall provide the Contractor with prompt notice of any claim or suit of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under any terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- c. **Settlement.** Notwithstanding the above, neither party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

4. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this

contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** The Commonwealth may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment

provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

5. CONTRACTOR INTEGRITY.

- a. **Definitions.** For purposes of these Contractor Integrity Provisions, the following definitions apply:
 - i. "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - ii. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - iii. "Contractor Related Parties" means any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor.
 - iv. "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - v. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), as may be amended, 4 Pa. Code §7.153(b), apply.
 - vi. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b. **Representations and Warranties.**
 - i. **Contractor Representation and Warranties.** The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:

1. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 2. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 3. had any business license or professional license suspended or revoked;
 4. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 5. been, and are not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- ii. **Contractor Explanation.** If the Contractor cannot make the representations and warranties set forth above at the time of its submission of its bid or proposal or if this contract is awarded on a non-bid basis at the time of the execution of the contract, the Contractor shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the contract.
- iii. **Further Representations.** By submitting any bills, invoices, or requests for payment pursuant to this contract, the Contractor further represents that it has not violated any of these Contractor Integrity Provisions during the term of the contract.
- iv. **Notice.** The Contractor shall immediately notify the Commonwealth, in writing, if at any time during the term of the contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made in these provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the contract.
- c. **Contractor Responsibilities.** During the term of this contract, the Contractor shall:
- i. maintain the highest standards of honesty and integrity.
 - ii. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Commonwealth contracting and procurement.
 - iii. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these provisions as they relate to the Contractor's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - iv. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state

law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the provision of goods or services under this contract.

- v. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the date the Contractor signs the contract. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
- vi. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award.
- vii. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a) if this contract was awarded on a Non-bid Basis.
- viii. immediately notify the Commonwealth contracting officer or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.

d. **Investigations.** If a State Inspector General investigation is initiated, the Contractor shall:

- i. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- ii. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees available for interviews at reasonable times and places.
- iii. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract.

e. **Termination.** For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of

these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or contract.

- f. **Subcontracts.** The Contractor shall include these Contractor Integrity Provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of this provision in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

6. CONTRACTOR RESPONSIBILITY.

- a. **Definition.** For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
- b. **Contractor Representations.**
 - i. The Contractor represents for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with its contract, a written explanation of why such certification cannot be made.
 - ii. The Contractor represents that as of the date of its execution of this contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. **Notification.** The Contractor shall notify the Commonwealth if, at any time during the term of this contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- d. **Default.** The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the contract with the Commonwealth.

- e. **Reimbursement.** The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this contract or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. **Suspension and Debarment List.** The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

7. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

8. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personal jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

9. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- d. **Reimbursement.**
 - i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
 - ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

10. OFFSET.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor, or its subsidiaries, owed to the Commonwealth against any payments due the Contractor under any contract between the Commonwealth and Contractor.

11. AUTOMATED CLEARING HOUSE (ACH) PAYMENTS.

- a. **Payment Method.** The Commonwealth shall make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the Contractor must submit or must have submitted its ACH information within its user profile in the Commonwealth's procurement system (SRM).
- b. **Unique Identifier.** The Contractor must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Contractor's unique invoice number on its ACH remittance advice to enable the Contractor to properly apply the state agency's payment to the invoice submitted.
- c. **ACH Information in SRM.** The Contractor shall ensure that the ACH information contained in SRM is accurate and complete. The Contractor's failure to maintain accurate and complete information may result in delays in payments.

12. WORKER PROTECTION AND INVESTMENT.

The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- a. Construction Workplace Misclassification Act;
- b. Employment of Minors Child Labor Act;
- c. Minimum Wage Act;
- d. Prevailing Wage Act;
- e. Equal Pay Law;
- f. Employer to Pay Employment Medical Examination Fee Act;
- g. Seasonal Farm Labor Act;
- h. Wage Payment and Collection Law;
- i. Industrial Homework Law;
- j. Construction Industry Employee Verification Act;
- k. Act 102: Prohibition on Excessive Overtime in Healthcare;
- l. Apprenticeship and Training Act; and

m. Inspection of Employment Records Law.



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania's Unemployment Compensation Law, Workers' Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee's compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

04/01/2024	
<i>Signature</i>	<i>Date</i>
Judy Miller	
<i>Name (Printed)</i>	
Borough Manager	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	



7.c.1

Borough of Green Tree

INTEROFFICE MEMORANDUM

To Borough Council Members and Mayor

From Judy Miller, Borough Manager

Date March 25, 2024

Subject Wilson Pool Fee Changes

The Recreation Programming and Community Welfare Committee considered pricing options for to the Wilson Pool fees, the attached Resolution represents the recommendation of the committee; adoption of the same has been placed on the April 1, 2024 Council Agenda for approval.

The fee changes include the following:

Category	2023 Rate	2024 Rate
Non-Resident Additional Family Member Pass	\$20	\$30
Non-Resident Caregiver Pass	\$100	\$125
New Category	2024	
Student Pass	\$85.00	
Family Plan Pass	\$250.00	
Additional Family Member Pass	\$30.00	
Caregiver Pass	\$125.00	

Should you have any questions, please let me know.

RESOLUTION # 1342

BOROUGH OF GREEN TREE

ALLEGHENY COUNTY, PENNSYLVANIA

**A RESOLUTION OF THE BOROUGH OF GREEN TREE, ALLEGHENY COUNTY,
PENNSYLVANIA ESTABLISHING FEES FOR THE 2024 SUMMER RECREATION
PROGRAM AND THE WILSON PARK SWIMMING POOL FOR THE 2024 SEASON.**

WHEREAS, it is the desire of Council of the Borough of Green Tree to establish fees for the 2024 Summer Recreation Program and the Wilson Park Swimming Pool for the 2024 season and subsequent years unless otherwise changed by Borough Council.

NOW, THEREFORE, BE IT RESOLVED by Council of the Borough of Green Tree, Allegheny County, Pennsylvania that the following fees be established for the 2024 Summer Recreation Program and the Wilson Park Swimming Pool for the 2024 season and subsequent years unless otherwise changed by Council:

**2024 SUMMER RECREATION
FEE SCHEDULE**

5-Week Program (June 17 thru July 18, 2024)	
Individual Registration	\$40.00
Resident Family Maximum	\$55.00
Guest/Daily	\$7.00
Non-Resident Individual Rate	\$80.00

**2024 WILSON PARK SWIMMING POOL PASSES
FEE SCHEDULE**

Residents – Season Passes		
Student Pass	K – undergraduate college (up to age 21)	\$55.00
Adult Pass	18 – 61 years of age	\$65.00
Senior Citizen Pass	62+ years of age	FREE
Family Plan Pass	Includes up to 4 family members – parents and unmarried children living at the same household – Pre-K are free, not included in the family total	\$150.00
Additional Family Member Pass	Each additional family member from the same household (over 4 family members)	\$20.00
Caregiver Pass	Caregiver Pass – Caregiver must be accompanied by resident passholder for whom care is provided – limit one Caregiver Pass per Season Pass	\$100.00
Non-Residents – Season Passes		
Individual Pass	Must 18 years of age or older	\$200.00
Senior Citizen Pass	62+ years of age	\$100.00
Family Plan Pass	Includes up to 4 family members – parents and unmarried children living at the same household – Pre-K are free, not included in the family total	\$400.00
Additional Family Member Pass	Each additional family member from the same residence (over 4 family members)	\$30.00
Caregiver Pass	Caregiver Pass – Caregiver must be accompanied by resident passholder for whom care is provided – limit one Caregiver Pass per Season Pass	\$125.00

KOSD /Guardian Angel – Season Passes <i>Note: Purchasers will need to provide proof of student enrollment for KOSD and Guardian Angel.</i>			
Student Pass	Applicable up to age 18 or summer following high school graduation	\$85.00	
Family Plan Pass	Includes up to 4 family members – parents and unmarried children living at the same household – Pre-K are free, not included in the family total	\$250.00	
Additional Family Member Pass	Each additional family member from the same household (over 4 family members)	\$30.00	
Caregiver Pass	Caregiver Pass – Caregiver must be accompanied by resident passholder for whom care is provided – limit one Caregiver Pass per Season Pass	\$125.00	
Daily Admission – Cash Admission		Before 4:30 pm	After 4:30 pm
All Daily Admissions – Non-Residents must be accompanied by a Green Tree Resident or Non-Resident Season Passholder		\$6.00	\$3.00
Pre-K – Residents/Non-Residents		FREE	FREE
Pool Rental – Two Hours		1 – 50 Guests	51+ Guests
Residents Only		\$300.00	\$5/each Additional Guest

ADOPTED this 1st day of April , 2024.

ATTEST:

Judith Miller, Manager
BOROUGH OF GREEN TREE

Arthur Tintori, President
GREEN TREE BOROUGH COUNCIL

EXAMINED and APPROVED by me this 1st day of April , 2024.

Edward Schenck, Mayor
BOROUGH OF GREEN TREE