## BOROUGH OF ZELIENOPLE BOROUGH COUNCIL REORGANIZATION MEETING JANUARY 5, 2026 7:00 PM

| MEN   | <b>IBERS</b> | PRESENT:   |  |  |  |  |  |
|---|--------------|--|--|--|--|--|--|
| Mayor Oliverio Mr. Semel Mr. Mathew Mr. Foyle Mr. Schoppe Mr. Mathew Mr. Fritch Mrs. Lyle |              | Asst. Manager Finance Director Solicitor Police Chief  |  |  |  |  |  |
| Inco  | ming C       | ouncil Members:  |  |  |  |  |  |
| None  | •            |  |  |  |  |  |  |
| Call ·  | to Orde      | r Time:  |  |  |  |  |  |
| I.  | Pled         | ge of Allegiance   |  |  |  |  |  |
| II.   | Reo          | ganization Actions   |  |  |  |  |  |
|   | 1.           | Roll Call  |  |  |  |  |  |
|   | 2.           | Administration of Oaths of Office (Gregg Semel, Andrew J Mathew, III, Doug Foyle, Spence Mathew) – Mayor Oliverio            |  |  |  |  |  |
|   | 3.           | Meeting turned over to Mayor (with the absence of the Mayor, any Council member may preside including the current President) |  |  |  |  |  |
|   | 4.           | Open floor for nominations for Council President, close nominations and vote.  |  |  |  |  |  |
|   | 5.           | Open floor for nominations for Council Vice-President, close nominations and vote.   |  |  |  |  |  |
|   | 6.           | Meeting turned over to Council President   |  |  |  |  |  |
|   | 7.           | Visitors & Public Comment Period   |  |  |  |  |  |
|   |              | 1  |  |  |  |  |  |

- 8. Open floor for nominations for Council Chair Pro-Tem, close nominations and vote.
- 9. Appoint Vacancy Board Chairman <u>currently Neal Jackson</u>
- 10. Appoint Treasurer and Depository <u>currently NexTier Bank</u>
- 11. Appoint Borough Solicitor <u>currently Bonnie Brimmeier and Associates</u>
- 12. Appoint Borough Secretary <u>currently Borough Manager, Andrew Spencer</u>
- 13. Appoint Auditors <u>currently McGill, Power, Bell & Associates</u>
- 14. Appoint Borough Engineer <u>currently Tom Thompson</u>, <u>Gannett Fleming</u>

#### III. New Business

1. Resolution #550-26, Check Signing Authorization

| V. | Adjournment | Time: |
|----|-------------|-------|
|----|-------------|-------|

## NOMINATIONS AND VOTE FOR COUNCIL PRESIDENT

| Currently accept nominati | ons for Council Presider   | ıt.                                     |      |   |
|---------------------------|--|---|------|---|
|                           |  |   |      |   |
|                           | MOTION   | SECOND                                  | AYES | NAYS  |
| Mr. Schoppe               | <u></u>  |   |      |   |
| Mr. Foyle                 | the state of the s |   |      | والمنافعة |
| Mr. Fritch                |  |   |      |   |
| Mr. Mathew                |  |   |      |   |
| Mrs. Lyle                 |  |   |      |   |
| Mr. Mathew                |  | *************************************** |      |   |
| Mr. Semel                 | -  |   |      | ,   |

## NOMINATIONS AND VOTE FOR COUNCIL VICE PRESIDENT

| Currently, accept nominat | tions for Council Vice-Pr               | resident.   |                             |  |
|---------------------------|---|-------------|-----------------------------|--|
|                           |   |             |                             |  |
|                           | MOTION                                  | SECOND      | AYES                        | NAYS   |
| Mr. Schoppe               |   |             |                             |  |
| Mr. Foyle                 |   | MARKETANINA | United to the second second |  |
| Mr. Fritch                | *************************************** |             |                             | Martin Control of the |
| Mr. Mathew                |   |             |                             | and the second s |
| Mrs. Lyle                 | -                                       |             |                             | - A 11 -  |
| Mr. Mathew                |   | p           |                             |  |
| Mr. Semel                 |   |             |                             |  |

## NOMINATIONS AND VOTE FOR COUNCIL CHAIR PRO - TEM

| Currently, accept nominat | ions for Council Chair F                     | Pro - Tem.   |   |  |
|---------------------------|--|--|---|--|
|                           |  |  |   |  |
|                           | MOTION                                       | SECOND   | AYES                                    | NAYS   |
| Mr. Schoppe               |  | Making the state of the state o |   | Marie de la Constantina del Constantina de la Co |
| Mr. Foyle                 | and the second and the second and the second |  | *************************************** |  |
| Mr. Fritch                |  |  | <del>``</del>                           | Mark 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1  |
| Mr. Mathew                |  |  |   |  |
| Mrs. Lyle                 |  |  |   |  |
| Mr. Mathew                |  |  | M-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1 | -  |
| Mr. Semel                 |  |  |   |  |

### **APPOINT VACANCY BOARD CHAIRMAN**

#### Background:

The Borough Council must appoint a Borough Vacancy Board Chairman in the event that a vacancy occurs on council and additional help to fill that position is needed. Mr. Neal Jackson is currently appointed to this position and would need to be reappointed at this time.

#### **Recommendations:**

It is recommended that council appoint Neal Jackson as the Borough Vacancy Board Chair.

|               | MOTION   | SECOND                                  | AYES  | NAYS    |
|---------------|--|---|---|---------|
| Mr. Calinaria |  |   |   |         |
| Mr. Schoppe   |  |   | <del> </del>  |         |
| Mr. Foyle     | Annual desiration of the second secon | armanya kata a malangan panga           |   | <u></u> |
| Mr. Fritch    | -  |   |   |         |
| Mr. Mathew    |  |   |   |         |
| Mrs. Lyle     |  |   |   |         |
| Mr. Mathew    | and the second s | ,                                       |   | <u></u> |
| Mr. Semel     |  | *************************************** | 30000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 - 10000 |         |

## APPOINT TREASURER AND DEPOSITORY

| Backgroun | d: |  |  |  |              |   |
|-----------|----|--|--|--|--------------|---|
|           |    |  |  |  | <b>-</b> . • | _ |

The Borough Council must appoint a Treasurer and Depository. It is currently NexTier Bank.

#### Recommendations:

It is recommended that council reappoint NexTier Bank as the Borough Treasurer and the Depository.

|             | MOTION  | SECOND | AYES     | NAYS   |
|-------------|---|--------|----------|--|
| Mr. Schoppe |   |        |          |  |
| M. Schoppe  |   |        |          | Maria Caracteria Carac |
| Mr. Foyle   | -   |        | <u> </u> |  |
| Mr. Fritch  |   |        |          |  |
| Mr. Mathew  | National Association of the Control |        |          |  |
| Mrs. Lyle   |   |        |          |  |
| Mr. Mathew  |   |        |          |  |
| Mr. Semel   |   |        |          |  |

## APPOINT BOROUGH SOLICITOR

| Bac | ekgrou | nd: |
|-----|--------|-----|
|-----|--------|-----|

The Borough Council must appoint a Borough Solicitor. This position is filled by Bonnie Brimmeier from Brimmeier & Associates.

#### **Recommendations:**

It is recommended that council reappoint Bonnie Brimmeier, from Brimmeier & Associates as the Borough Solicitor.

|             | MOTION   | SECOND | AYES | NAYS  |
|-------------|--|--------|------|---|
|             |  |        |      |   |
| Mr. Schoppe |  |        | pp   |   |
| Mr. Foyle   |  |        |      |   |
| Mr. Fritch  | marrie sur la spirit del distributor e sur la distributor de la companya del companya de la companya de la companya del companya de la compan |        |      | many construction of the state |
| Mr. Mathew  |  |        |      |   |
| Mrs. Lyle   |  |        |      |   |
| Mr. Mathew  | may and the state of the state  |        |      |   |
| Mr. Semel   | the state of the s |        |      |   |

## APPOINT BOROUGH SECRETARY

| Da | ۸Ĭ۶ | ATMA | 11111 | A | • |
|----|-----|------|-------|---|---|
| Da | CK  | gro  | un    | u | i |

The Borough Council must appoint a Borough Secretary. This position is filled by Andrew C. Spencer, Borough Manager.

### Recommendations:

It is recommended that council reappoint Andrew C. Spencer, Borough Manager, as the Borough Secretary.

|              | MOTION   | SECOND                                    | AYES | NAYS                    |
|--------------|--|---|------|-------------------------|
| Mrs Calconno |  |   |      |                         |
| Mr. Schoppe  |  |   |      | ,                       |
| Mr. Foyle    | Marketon and the control of the cont |   |      |                         |
| Mr. Fritch   |  | <u></u>                                   |      |                         |
| Mr. Mathew   |  |   |      |                         |
| Mrs. Lyle    |  |   |      | and the second district |
| Mr. Mathew   | and the second second second second  |   |      | <u> </u>                |
| Mr. Semel    |  | H= 110 - 11 - 11 - 11 - 11 - 11 - 11 - 11 |      |                         |

## APPOINT INDEPENDENT BOROUGH AUDITOR

#### Background:

The Borough Council must appoint an independent Borough Auditor. This position is currently filled by McGill, Power, Bell & Associates.

#### **Recommendations:**

It is recommended that council reappoint McGill, Power, Bell & Associates as the Borough Auditors.

|             | MOTION                                  | SECOND | AYES        | NAYS         |
|-------------|---|--------|-------------|--------------|
|             |   |        |             |              |
| Mr. Schoppe |   |        |             |              |
| Mr. Foyle   |   |        |             |              |
| Mr. Fritch  |   |        | <del></del> |              |
| Mr. Mathew  |   |        |             |              |
| Mrs. Lyle   | -                                       |        |             |              |
| Mr. Mathew  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, |        |             | <del>,</del> |
| Mr. Semel   |   |        |             |              |

## APPOINT BOROUGH ENGINEER

#### Background:

The Borough Council must appoint a Borough Engineer. This position is filled by Tom Thompson from the firm of Gannett Fleming (GFT).

#### **Recommendations:**

It is recommended that council reappoint Tom Thompson from the firm of Gannett Fleming (GFT) as the Borough Engineer.

|             | MOTION      | SECOND   | AYES        | NAYS     |
|-------------|-------------|----------|-------------|----------|
|             |             |          |             |          |
| Mr. Schoppe |             |          |             |          |
| Mr. Foyle   | <del></del> |          |             |          |
| Mr. Fritch  |             | <u> </u> |             |          |
| Mr. Mathew  |             |          |             |          |
| Mrs. Lyle   |             |          |             |          |
| Mr. Mathew  |             |          | <del></del> | <u> </u> |
| Mr. Semel   |             |          |             |          |

# AMENDMENT TO AGREEMENTS BETWEEN BOROUGH OF ZELIENOPLE AND GANNETT FLEMING, INC.

| This AMENDMENT (" <b>Amendment</b> ") is entered into and effee 2026 (the " <b>Amendment Date</b> ") by and between Borough of now known as GFT Infrastructure, Inc.                             | ctive as of theday of January,<br>Zelienople (" <b>Client</b> ") and Gannett Fleming, Inc.,              |
|--|--|
| WHEREAS, Client and Gannett Fleming, Inc. entered into an A7th, 2018, and an Agreement for Consulting Services, dated and  | Agreement for Consulting Services, dated March April 13, 2020 (collectively, the " <b>Agreements</b> "); |
| WHEREAS, Gannett Fleming, Inc. changed its name to GF certificate of incorporation effective May 30, 2025; and   | T Infrastructure, Inc. by an amendment to its  |
| WHEREAS, Client and Gannett Fleming, Inc. (hereinafter co<br>amend the Agreements to reflect the above-mentioned na  |  |
| NOW, THEREFORE, as of the Amendment Date, in considerary and such other good and valuable consideration, the sufferences hereto, intending to be legally bound hereby, agree                     | ficiency of which is hereby acknowledged, the  |
| 1. The Agreements are amended by replacing the nam-<br>Infrastructure, Inc." wherever it appears in the Agreeme  |  |
| <ol> <li>This Amendment accomplishes a change of corporate<br/>Client and GFT Infrastructure, Inc. as set forth in the Ag<br/>all terms and conditions of the Agreements which are no</li> </ol> | reements remain in full force and effect, and (ii)   |
| IN WITNESS WHEREOF, Client and GFT Infrastructure, Inc. this Amendment by signature of their duly authorized offic   | (formerly Gannett Fleming, Inc.) have executed er the day and year first written above.                  |
| Borough of Zelienople  | GFT Infrastructure, Inc.   |
| Signature:   | Signature:   |
| Printed Name:  | Printed Name: <u>Daniel J. Goncz, P.E.</u>   |
| Title:   | Title: Vice President  |

#### **GFT Infrastructure, Inc.**

554 South Erie Street Mercer, PA 16137

Office: (724) 269-5168

## CONSULTING SERVICES AGREEMENT (Short-Form)

CLIENT: Borough of Zelienople
111 West New Castle Street
Zelienople, PA 16063

PROJECT LOCATION: Zelienople Borough, Butler
County, PA

Thomas L. Thompson, P.E.
GFT REPRESENTATIVE: (Phone) 724.269.5168

Andrew C. Spencer
ZELIENOPLE BOROUGH REPRESENTATIVE: (Phone)
724-452-6610

SCOPE OF SERVICES: Services to be provided by GFT are described on attached page(s) SS-1 through SS-2,

SCHEDULE: Services will commence on January 1, 2026 and will be completed by December 31, 2026.

#### **COMPENSATION:**

Billings for services will be on an hourly basis at the direct labor salaries in effect at the time services are provided x 2.95 multiplier. Tasks shall be on a cost-plus basis unless otherwise indicated.

| CONSUL   | TING SERVICES AGREEMENT - Short Form (Contin  | nued)   |  |
|--|---|---|--|
| CLIENT   | RESPONSIBILITIES:   |   |  |
| Client wi  | ll provide the following, and bear the costs therefor   | :   |  |
| a. <sub>.</sub>  | a. Name a person to act as Client's representative with respect to the services to be provided under this Agreement. Such person should have complete authority to transmit instructions, receive information, and interpret and define Client's policies and decisions with respect to GFT's services. |   |  |
| b. Assist GFT by furnishing to us and placing at our disposal all available information pertinent to the Project; all of which GFT may rely upon in performing its services. |   |   |  |
| c. Arrange for access to and make provisions for GFT to enter upon property as required for us to perform our services.  |   |   |  |
|  | ARD TERMS AND CONDITIONS:   |   |  |
| This agre  | eement is subject to the Standard Terms and Condi   | tions attached.   |  |
| SPECIAL  | TERMS AND CONDITIONS:   |   |  |
| None   |   |   |  |
| ACCEPT   | ANCE/AUTHORIZATION TO PROCEED   | GFT Infrastructure, Inc.  |  |
| by the (   | ns and conditions of this agreement are accepted Client and GFT is authorized to proceed with the described.  | Submitted By: Thomas L. Thompson, P.E.  Title: Senior Project Manager |  |
| Ву:  | Authorized Representative   | Accepted by Authorized Officer:                                       |  |
| Printed  | Name:   |   |  |
| Title:   |   | Printed Name: Daniel J. Goncz, P.E.                                   |  |

Title: Vice-President

Date: December 18, 2025

accepted within 60 days.)

(This agreement may be withdrawn by GFT if not

## Client Agreements\A7-Consulting-Services-Agreement-Client-Short Form © 2025 GFT.; Rev. 06.2025

Date:



December 22, 2025

Mr. Andrew C. Spencer, Borough Manager Borough of Zelienople 111 West New Castle Street Zelienople, PA 16063

Subject:

Borough of Zelienople

Annual Consulting Engineering Services for 2025

Dear Mr. Spencer:

We are pleased to submit our proposal for Annual Consulting Engineering Services for 2025. GFT Infrastructure, Inc. proposes to provide engineering services for projects directed by the Borough Council on a per diem basis of hourly charges in accordance with our terms and conditions, attached for your reference.

Projects or special assignments typically include engineering services relative to subdivision reviews, attending planning commission meetings, reviewing regulatory violations, litigation, ordinance development, tap fee computations, rate studies, preparation of plans and specifications for water system improvement projects, water treatment plant operation assistance, grant application preparation, infrastructure investigations, operation and water system trouble shooting, and construction related engineering services. Budgetary costs for all assignments will be established prior to commencement of any work. For budget purposes, minor development reviews are estimated to be completed for \$400.

#### **Compliance with the Municipal Advisors Act**

In the performance of services on behalf of Client, GFT Infrastructure, Inc. will not act as a municipal advisor to client with regard to recommendations related to municipal financial products or the issuance of municipal securities and does not owe a fiduciary duty pursuant to Section 15B of the Securities and Exchange Act of 1934, as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act with respect to its services.

The parties acknowledge that the GFT Infrastructure, Inc. organization is registered to provide engineering services as GFT Infrastructure, Inc.; Gannett Fleming Engineers and Architects, PC; and/or as Gannett Fleming of Michigan, Inc. in order to comply with various state licensing requirements. Additionally, Gannett Fleming Valuation and Rates, LLC is a registered municipal advisor. In order to provide services to the Client in compliance with federal and



state licensing and registration requirements, GFT Infrastructure, Inc. may assign any duty or obligation related to performance under this Agreement to any of the entities named in this paragraph without providing notice or obtaining consent of the Client.

#### Personnel

It is proposed that Mr. Thomas L. Thompson, P.E. will serve as GFT Infrastructure, Inc.'s Project Manager to the Borough. If there is a change in Mr. Thompson's status within GFT Infrastructure, Inc., then the Borough may consider terminating this agreement.

Should you have any questions, or desire any additional information, please do not hesitate to contact us.

Sincerely,

GFT INFRASTRUCTURE, INC.

THOMAS L. THOMPSON, P.E. Senior Project Manager

GFT | 554 South Erie Street | Mercer, PA 16137 | P:724.269.5168

This schedule describes GFT's Standard Terms and Conditions for professional services. Proposal cost estimates are valid for 30 days from the date of the proposal, unless an alternate period is specified therein. Acceptance of a proposal by the Client constitutes a valid and binding contract subject to the following terms and conditions.

#### 1. AGREEMENT DOCUMENTS

This Agreement, including the written proposal and any attachments thereto, is the complete agreement between the Client and GFT. No other document shall be part of this Agreement unless specifically agreed to by the Client and GFT in writing.

#### 2. STANDARD OF CARE

All services will be provided in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently providing the same or similar services under similar circumstances and in accordance with applicable standards in effect at the time services are provided. All estimates, recommendations, opinions, and decisions of GFT will be made upon the basis of the information available to GFT and GFT's experience, technical qualifications, and professional judgment. OTHER THAN AS EXPRESSLY AGREED, GFT PROVIDES NO WARRANTY, EITHER EXPRESS OR IMPLIED, OR GUARANTEES REGARDING THE OUTCOME OF ITS SERVICES.

#### 3. CLIENT RESPONSIBILITIES

By virtue of entering into this Agreement and providing the described services, GFT does not assume responsibility for any conditions at the Client's site(s) that may present a danger, either potential or real, to health, safety, or the environment. Moreover, the Client hereby agrees that it is the Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent any danger to health, safety, or the environment.

#### 4. PAYMENT TERMS

Invoices will be rendered to the Client (check one): - upon completion or ⊠ on a monthly basis. Invoices are due and payable upon receipt. Any questions regarding the invoiced terms or amounts shall be addressed to GFT within 30 days of the date of the invoice. Otherwise, the invoice shall be considered correct, payable, and not disputed by the Client. If the invoice is not paid in full within 30 days after the date of the invoice, the Client further agrees to pay interest of 1% per month (compounded) from the date of invoice on the unpaid balance until the invoice is paid in full. If GFT retains a collection agency or attorney to collect receivables due more than 30 days, the Client agrees to pay the fees imposed by such collection agency or attorney, as well any other costs of collection.

#### 5. INDEMNIFICATION

The Client shall indemnify, defend, and hold harmless GFT. its affiliates, independent associates, consultants, professional employees from and against all claims, damages, losses, and expenses, including, but not limited to, fees and charges of attorneys and court and arbitration costs arising out of or resulting from the project, or claims against GFT arising from the work of others, unless the claims, damages, losses, or expenses result from the proven negligence of GFT. This indemnification shall not be limited in amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

#### 6. ALLOCATION OF RISK

The Client hereby agrees, to the fullest extent permitted by law, that the allocation of risk for GFT's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever, arising out of or in any way related to GFT's services under this Agreement, including, but not limited to negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, shall not exceed the amount of GFT's fees or \$50,000, whichever is less.

#### 7. INSURANCE

During the entire service period covered by this Agreement, GFT will procure and maintain the following insurance coverages:

- (A) Workers' Compensation and Employers Liability Coverage - Statutory Limits
- (B) Commercial General Liability including Contractual Liability \$2,000,000 Combined Single Limit.
- (C) Commercial Automobile Liability \$2,000,000 Combined Single Limit.
- (D) Professional Liability Insurance \$1,000,000
- (E) Umbrella Policy-\$5,000,000

#### 8. CLIENT PARTICIPATION

The Client's personnel directly or indirectly involved in this Agreement shall participate as the Client's employees. GFT assumes no liability for claims related to injury to such employees.

#### 9. ACCESS

The Client shall arrange for and guarantee access to and make all provisions for GFT to enter upon public and private property as required for GFT to perform its services.

#### 10. RE-USE OF DOCUMENTS

All reports, original final reproducible drawings, plans, specifications, calculations, studies, software program tapes, models, notes, and memoranda assembled or prepared by GFT pursuant to this Agreement are instruments of service in respect to the Project, and GFT shall retain full ownership and property interest therein, whether or not the Project is completed. The Client may, upon full payment for all services rendered, make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re- use by the Client or others on extensions of the Project or on any other project. Any modification, changes, or reuse without written verification or adaptation by GFT for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to GFT, and the Client agrees to indemnify and hold harmless GFT against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle GFT to further compensation at rates to be agreed upon by the Client and GFT.

#### 11. PROPERTY RIGHTS

All Intellectual Property rights to any tangible property and tangible work products created by GFT pursuant to or in the course of this Agreement shall belong exclusively to GFT, as well as all systems, programs, and specifications, and other materials and hardware or ideas, concepts, know-how, or techniques relating to data processing, systems, or programs developed and used by GFT herein. The same shall continue to belong exclusively to GFT whether or not specifically adapted for the Client's use. Nothing herein precludes development and marketing by GFT of any competitive system, program, data processing materials, or other Intellectual Property, irrespective of whether same are similar or related to that developed or incorporated for the Client pursuant to this Agreement. The Client is granted a personal, nonexclusive, nontransferable license to use the software, data, and related materials based on the terms and conditions of this Agreement.

#### 12. CONSEQUENTIAL DAMAGES

The Client hereby agrees that to the fullest extent permitted by law GFT shall not be liable to the Client for any special, indirect, or consequential damages whatsoever, whether caused by GFT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes whatsoever, including, but not limited to, delay of use of equipment or facility, loss of profit or revenue, or cost of using alternative or replacement equipment or facilities.

#### 13. DISPUTES

Any claim, controversy, or dispute between the parties to this Agreement arising out of or in connection with this Agreement, or any breach thereof, shall, upon the request of either party, be submitted to the senior officers of each party responsible for this Agreement. In the event that the senior officers cannot agree, either party may request mediation and, if both parties agree, the matter shall be submitted to mediation. Upon written notice, the parties shall select a mediator acceptable to both parties in order to resolve the dispute. Any suits brought under this Agreement or in any way arising out of this Agreement must be filed within one year from the time mediation was terminated unsuccessfully or from the time the cause of action arose (if no mediation is undertaken) or it shall be time barred.

#### 14. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon thirty (30) days written notice, by mutual consent or in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. The Client may terminate this Agreement for its convenience, in whole or in part, by thirty (30) days written notice to GFT specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective.

#### 15. COMPENSATION UPON TERMINATION

In the event of termination by the Client, GFT shall be paid for unbilled services, including expenses rendered to the date of termination. In the event of any such termination, GFT shall also be paid for all reasonable termination expenses. "Termination expenses" means expenses attributable to termination, including termination settlement costs incurred by GFT relating to commitments that had become firm prior to termination, but shall not include lost revenue and/or lost profits.

#### 16. OVERTIME

If compensation for the Services is based on an hourly rate basis including, but not limited to, time and materials, time and expenses, cost-plus, or hourly not-to-exceed arrangements, overtime will be billed at a premium rate of 1.5 times the straight direct labor rate for employees subject to premium overtime for project time in excess of the standard work day established for the project, Monday through Friday, and for work on weekends and holidays.

\* \* \* End of Standard Terms and Conditions \* \* \*

# RESOLUTION #550-26 ESTABLISHING CHECK SIGNING SIGNATURES TO ALL OF THE ZELIENOPLE BOROUGH FUNDS

#### Background:

The Borough Council must establish check signing signatures for Borough funds. Proposed Resolution #550-26 is prepared for that purpose.

#### **Recommendations:**

It is recommended that the names chosen for Council President, Council Vice-President, and Chairman Pro-Tem be added to the list already provided and listed in proposed Resolution #550-26 and furthermore, that Council consider adoption of proposed Resolution #550-26 as provided.

|             | MOTION   | SECOND   | AYES | NAYS   |
|-------------|--|--|------|--|
|             |  |  |      |  |
| Mr. Schoppe |  |  |      |  |
| Mr. Foyle   |  |  |      |  |
| Mr. Fritch  | 100  |  |      |  |
| Mr. Mathew  |  |  |      |  |
| Mrs. Lyle   |  | ****   | 910  |  |
| Mr. Mathew  | Management of the Control of the Con | Married Control of Con |      | <del>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</del> |
| Mr. Semel   | and the second s |  |      |  |

#### Resolution #550-26

#### Resolution of the Borough of Zelienople Establishing Check Signing Signatures to Zelienople Borough Funds

Whereas, the Borough of Zelienople requires two (2) signatures on all checks issued by the Borough, and whereas, one of the required signatures must be a member of the Borough Council and one of the signatures must be that of the Borough Manager/Borough Secretary or the Assistant Borough Manager/Assistant Borough Secretary, the following persons are hereby appointed with that check signing authority:

| Council President   |                       |
|---|-----------------------|
| Council Vice-President  |                       |
| Chairman Pro-Tem  |                       |
| Borough Manager/Borough Secretary                             | Andrew C. Spencer     |
| Asst. Borough Manager/Asst. Borough Secretary                 | Cindy E. Edwards      |
| Be it hereby resolved and enacted this 5 <sup>th</sup> day of | January 2026.         |
| ATTEST:   | Borough of Zelienople |
| Andrew C. Spencer Borough Secretary/Borough Manager           | ByCouncil President   |
|   | Mayor                 |