

TOWNSHIP OF WILKINS

ORDINANCE NUMBER \_\_\_\_\_

DRAFT AS  
OF 10/27/16

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, CHAPTER 33, PERSONNEL, ARTICLE I, PERSONNEL POLICIES, SECTION 33-6, RESIDENCE REQUIREMENTS; EXCEPTIONS; ENFORCEMENT AND REPORTING TO ADD AN EXCEPTION THAT FULLTIME MEMBERS OF THE MAINTENANCE EMPLOYEES ASSOCIATION WITH TEN OR MORE YEARS OF FULLTIME SERVICE MAY RESIDE WITHIN FIVE AIR MILES OF THE WILKINS TOWNSHIP MUNICIPAL BUILDING.

The Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, hereby ordain and enact as follows:

Section I. Chapter 33, Personnel, Section 33-6, Paragraph B of the Wilkins Township Codified Book of Ordinances is hereby amended to add Subparagraph (7), as follows:

- (7) Full Time Members of the Wilkins Township Maintenance Employees Association with ten (10) or more years of fulltime service may reside within five (5) air miles of the Wilkins Township Municipal Building.

Section II. Severability. If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, section or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section III. Repealer. All Ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

**ORDAINED AND ENACTED** into law this \_\_\_\_\_ day of \_\_\_\_\_,  
2016.

**ATTEST:**

**TOWNSHIP OF WILKINS**

\_\_\_\_\_  
Rebecca Bradley, Manager

\_\_\_\_\_  
Sylvia Martinelli, President

# **AGREEMENT**

BETWEEN

**TOWNSHIP OF WILKINS**

AND

**MEMBERS OF THE WILKINS TOWNSHIP  
MAINTENANCE EMPLOYEES  
ASSOCIATION**

FOR THE PERIOD OF JANUARY 1, 2017  
THROUGH AND INCLUDING DECEMBER 31,  
2020

**ADOPTED:** \_\_\_\_\_

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## **ARTICLE I – PREAMBLE**

It is the intent and purpose of the parties hereto to promote harmonious and cooperative relationships subject, however, to the paramount right of the public to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the Township and the Association are injurious to the public and both parties are, therefore, aware that adequate means must be established for minimizing them and providing for resolution. The Township and Association agree that this overall policy may be best accomplished by negotiating in good faith and entering into written agreements evidencing the result of such negotiations, and establishing procedures to provide for the protection of the rights of the Township and its employees and ensure the public orderly and uninterrupted services.

## **ARTICLE II – RECOGNITION**

THE TOWNSHIP OF WILKINS, a municipal corporation situated in the County of Allegheny and the Commonwealth of Pennsylvania, maintaining its' principal office at 110 Peffer Road, Turtle Creek, Pennsylvania, 15145, hereinafter called "Township," pursuant to Act 195 of 1970 and the Certification of Representation by the Pennsylvania Labor Relations Board in Case Number PERA-R-96-24-W, hereby recognizes the WILKINS TOWNSHIP MAINTENANCE EMPLOYEES ASSOCIATION, hereinafter referred to as the "Association," as the sole and exclusive collective bargaining representative for wage and other terms and conditions of employment for all full time and regular part-time blue-collar nonprofessional employees including but not limited to road maintenance employees and custodian, and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined by the Act.

### **ARTICLE III – LIMITATION OF AUTHORITY**

This Agreement is made under the authority of Act No. 195 as in effect in the Commonwealth of Pennsylvania approved the 23<sup>rd</sup> day of July, 1970. The Township and the Association understand and agree that the Township is a political subdivision of the Commonwealth of Pennsylvania deriving its power to contract solely through various acts of the legislature and that this Agreement is subject to all limitations imposed by any Act of Legislature now in effect or subsequently enacted in the Commonwealth of Pennsylvania.

### **ARTICLE IV – MANAGEMENT RIGHTS**

- A. Except as expressly limited by the Township Code, other relevant statutes and codes, municipal home rule charters or provisions of this agreement, and reserving unto the Township any and all management rights which by law may not be bargained, the Township shall have and retain, solely and exclusively, all other managerial responsibilities which shall include, but not be limited to, the right to determine the number of employees required and to assign work to such employees in accordance with the operational needs of the Township, and direct the work force and establish the terms and conditions of employment, except as expressly modified by a specific provision of this Agreement.
- B. All inherent managerial rights, management functions and prerogatives which the Township has not expressly modified or restricted in a specific provision of this Agreement are retained and vested exclusively in the Township and are not subject to arbitration under this Agreement.
- C. The Township shall have the right to participate in youth employment programs, in the Township's sole unfettered discretion, such as those provided by the Pittsburgh Catholic

Educational Program, and any others, that may be completely or partially funded by local, state and federal governments, by grants, reimbursements or otherwise. It is agreed that these programs are not intended to replace Township workers, only to supplement them.

- D. The Township reserves the right, in its' sole unfettered discretion to employ temporary, summer and/or seasonal employees and to set their wages and conditions. Temporary, seasonal/summer employees are individuals who are hired to supplement, not replace, the work force for a limited time period or to assist in the completion of a specific task. Temporary, seasonal or summer employees are not a part of the bargaining unit and have no rights under this Collective Bargaining Agreement.
- E. The Association agrees on behalf of the employees, to cooperate with the Township to attain and maintain service and efficiency.

#### **ARTICLE V – DURATION**

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Township and the Association agree that the terms and conditions of their employment commencing January 1, 2017 and ending December 31, 2020 shall be governed by the Agreement and as specifically set forth in this Agreement.

#### **ARTICLE VI – WAGES**

- A. Part-Time Employees. Part-time employees shall receive an hourly wage determined by the Township Commissioners, but shall not exceed \$11.95 per hour.
- B. Full-Time Employees.
  - 1. Maintenance Employee I: Any fulltime member of the Association who has completed twenty (20) years of service.

2. Maintenance Employee II: Any fulltime member of the Association who has completed his probationary and 1<sup>st</sup> through 5<sup>th</sup> year posts but has not completed twenty (20) years of service. All members hired as fulltime employees shall complete twenty (20) years of service prior to being granted status as Maintenance I Employees.
3. Maintenance Employee III: Any fulltime member of the Association who has completed his probationary year but has not yet completed his 1<sup>st</sup> year through 5<sup>th</sup> year posts. All members hired as fulltime employees shall complete the 1<sup>st</sup> through 5<sup>th</sup> year posts prior to being granted status as a Maintenance II Employee.
4. Probationary Employee: Any fulltime member of the Association who has not completed one year of service. All members hired as fulltime employees shall complete a one-year probationary period prior to being granted status as a Maintenance III Employee.
5. Duties, responsibilities and qualifications of all classes shall be the same.
6. Hourly wages: Maintenance Employee I and Maintenance Employee II Employees shall receive a lump sum payment of \$1,500.00 in 2017 and hourly wages shall be as follows:

	<b>2017</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>
		<u>1 ½ %</u>	<u>1 ½ %</u>	<u>2%</u>
<b>Maintenance Employee I</b>	\$30.62	\$31.08	\$31.55	\$32.18
<b>Maintenance Employee II</b>	\$26.45	\$26.85	\$27.25	\$27.80

7. Hourly wages: Maintenance Employee III and Probationary Employees shall receive a lump sum payment of \$1,500.00 in 2017 and hourly wages shall be as follows:

	Probation Year	1 <sup>st</sup> Year Post	2 <sup>nd</sup> Year Post	3 <sup>rd</sup> Year Post	4 <sup>th</sup> Year Post
2017	\$15.35	\$17.74	\$19.70	\$21.63	\$23.47
2018	\$15.58	\$18.01	\$20.00	\$21.95	\$23.82
2019	\$15.81	\$18.28	\$20.30	\$22.28	\$24.18
2020	\$16.13	\$18.65	\$20.71	\$22.73	\$24.66

- C. The 2017 Lump Sum increase of \$1,500.00 may be taken in the first pay of January 2017, or the first pay of June 2017. Alternatively, the increase may be divided by 26 pays and added to each pay in 2017 (\$57.69). Annual increases will be effective the 1<sup>st</sup> of each year. Employees going through the “steps” will continue to receive those increases on their anniversary dates. Effective January 1, 2014, Direct Deposit of paychecks shall be provided to all members of the bargaining unit upon proper application and without charge.
- D. Shift Differential: The Township agrees to a \$0.50 (fifty-cent) shift differential in years 2017 through 2020. Differential pay shall only apply to scheduled shifts and not to overtime or “callouts” related to snow removal, emergencies, sewers, etc.
- E. Acting Superintendent Pay: When, during the absence of the Department Superintendent, it is necessary for a member of the unit to oversee the department, that employee will receive an amount equal to \$100.00 per week or a fraction thereof.
- F. Overtime Pay: Members shall be paid time and one-half for hours worked in excess of eight hours per day and all hours in excess of forty (40) hours per week. There shall be no duplication of pyramiding.
1. Both parties agree that the availability of bargaining unit employees for overtime and emergencies is a normal and necessary part of the duties of such personnel.

However, the Township agrees to make reasonable efforts to ensure that such responsibility is equally shared by all qualified employees.

- G. Call-Out Pay: Members of the Association shall be guaranteed a minimum of two (2) hours pay if called back to duty after completing their regularly scheduled shift. Wages paid in the foregoing instance shall be at the overtime rate.

### **ARTICLE VII – LONGEVITY**

- A. For employees hired prior to January 1, 2014, the Township agrees to provide longevity payments in accordance with the following schedule for fulltime employees:
  - 1. Beginning with the anniversary date of the completion of the fifth (5<sup>th</sup>) year of employment through and including the anniversary date of the completion of the tenth (10<sup>th</sup>) year of employment, an employee shall be entitled to a longevity payment of one and one-half percent (1 ½ %) of base pay.
  - 2. Beginning with the anniversary date of the completion of the eleventh (11<sup>th</sup>) year of employment through and including the anniversary date of the completion of the nineteenth (19<sup>th</sup>) year of employment, an employee shall be entitled to a longevity payment of two and one-half percent (2 ½ %) of base pay.
  - 3. Beginning with the anniversary date of the completion of the twentieth (20<sup>th</sup>) year of employment, an employee shall be entitled to a longevity payment of three and one-half percent (3 ½ %) of base pay.
- B. Payments in the full amount of accrued longevity benefit for each respective year shall be paid on the pay period closest to the employment anniversary date of such employee's

hiring as a regular fulltime employee. For the purpose of this section, base pay shall be defined as base hourly wages and longevity pay. Overtime pay is excluded.

- C. Upon retirement from active service, eligible employees shall be paid a sum of longevity that is reflective of the amount accrued but not yet paid for their year(s) of service. Employees who are terminated from service or otherwise separate for cause shall not be eligible to receive longevity payments at separation.

### **ARTICLE VIII – HOLIDAY PAY AND PERSONAL DAYS**

- A. Holiday Pay: The members of the Association shall receive ten (10) paid Holidays as follows:

New Years Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Independence Day	Christmas
Employee's Birthday	Christmas Eve Day

- B. Personal Days: Each employee shall be entitled to five (5) personal days off per calendar year, with pay at such employee's normal hourly rate, subject to the following conditions.
  1. The day must be taken between January 1<sup>st</sup> and December 31<sup>st</sup> of the current calendar year.
  2. Two members of the bargaining unit can be off at the same time, either on vacation or personal days. The scheduling of vacation will take precedence over the use of personal days with preference in any case being based on seniority. The Township may, solely at its discretion, allow a third employee to be off. This decision will be based on scheduling and the work needs of the Department. The Association agrees that any instance of a third employee being permitted to

be off will not constitute a past practice, set a precedent, or be the basis of any grievance.

3. The Supervisor shall be notified of the date, in writing, at least forty-eight (48) hours prior to the date except in event of illness.
4. The day can be used in lieu of sick leave without medical excuse.
5. Such days shall not accumulate. Further, an employee shall not be entitled to reimbursement of any kind or type for any unused personal days.

#### **ARTICLE IX – SICK LEAVE**

- A. Sick leave shall accumulate by the members of the Association as set forth in the Wilkins Township Code, Chapter 33 as amended; but the Association members may accumulate sick leave up to a maximum of one-hundred fifty (150) days. A doctor's certificate shall be required and supplied for all sick leave of three days, whether consecutive or not, within a workweek. One day of sick leave is earned each month provided the employee works a minimum of eighteen (18) days.
- B. Each member shall be permitted to accumulate up to one hundred twenty (120) days of unused sick leave towards a retirement payment which shall at retirement be calculated and paid at twenty-five percent (25%) of his/her regular straight time daily wage at the time of his/her retirement, times the number of accumulated and unused sick days.
- C. Provided that the employee has exhausted his or her allowable sick leave, weekly benefits under accident and sickness shall be \$300.00 per week. In the event that the time off for illness or injury exceeds sixty (60) workdays, then the employee must use their allowable sick leave, vacation days and personal days. These days will be paid at the employee's full

wage rate. If necessary, after the use of these days, the employee can return to accident and sickness pay of \$300.00 per week.

## **ARTICLE X – FUNERAL LEAVE**

- A. Funeral Leave shall be granted to members of the Association as follows:
1. When death occurs in the immediate family, an employee, upon request, will be excused a maximum of three (3) working days within a five (5) day period which shall include the funeral. Immediate family shall include father, mother, brother, sister, spouse, child, father-in-law and mother-in-law.
  2. A one day funeral leave for the death of a brother-in-law, sister-in-law, blood Aunt or blood Uncle of the employee, grandfather, or grandmother of the employee or spouse or any person living in the employee's home as a member of his family, shall be granted. Said leave shall be upon request and for the day of the funeral.
  3. Time thus paid shall not be deducted from employee's sick leave accumulation and shall not be counted as hours worked for purposes of determining overtime pay.

## **ARTICLE XI – HEALTH INSURANCE BENEFITS**

- A. For the year 2014 the Township will provide the following insurances for full-time employees and their eligible dependents:
1. Highmark Shared Cost \$250/\$500 Plan administered by BABB, hereinafter referred to as "the BABB plan"
  2. Family Dental Care Plan

### 3. Family Vision Care Plan

The parties recognize that the insurance carrier or third party administrator may unilaterally and without either party's knowledge modify the health care plan. It is not the parties' intent to require the Township to indemnify or make the employees whole for any change to the plan unilaterally made by a third party.

Commencing January 1, 2015, if the BABB Plan premium exceeds the MEIT HHIC premium for the year 2015 or any year following, the parties will reopen this contract solely for the purposes of negotiating health care coverage subject to the provisions of this paragraph.

The parties shall attempt to locate a plan that is less expensive than the MEIT HHIC plan but with coverage similar to that of the BABB plan. In the event there is no comparable plan, the coverage shall automatically revert to the MEIT HHIC plan. The Township agrees that in selecting a health care plan that is below the threshold of the MEIT HHIC plan that it shall select the plan that is most beneficial to the employee. The reopening of the contract for the purpose of negotiating health care shall not be subject to arbitration.

- B. Employees hired as regular fulltime employees, and their spouses, shall be eligible for "Security Blue" hospitalization coverage, without regard to the date of the Employee's retirement/pension (normal, early, disability), at the expense of the Township, at the time they become eligible for Medicare, provided they do not have the same, or equivalent paid (no cost to the employee) coverage from another source (spouse). In the event the employee, or their spouse is under the age of 65, at the time of the employee's retirement/pension (normal, early, disability), the Township will, at Township expense, maintain the existing health care coverage until age 65, provided they do not have the

same, or equivalent paid (no cost to the employee) coverage from another source (spouse). In the event the employee, or their spouse, at some point has, and then loses this coverage, then the Township, upon receiving written notice from the employee, will restore the coverage under the Township's health insurance policies.

- C. The Township shall have the right to select health insurance carriers provided equivalent benefits are maintained. It is understood that "equivalent" does not mean "exactly the same", but is intended to convey the idea that there is no overall reduction in coverage. The Township shall not employ a new carrier until the Association has agreed that the proposed "new" policies are equivalent to the "old" ones, or until the issue has been resolved in binding arbitration (which either party may request). The parties agree that this arbitration shall not relate to provisions granted in Article XI, Paragraph A herein. Also the Township may enter into cost containment agreements with its carrier.
- D. Both parties agree that a participatory Wellness Program will be provided by BABB to promote health and prevent disease. Employees may participate and may receive incentives for reaching certain health related goals. Employees who choose not to participate and/or do not reach specified goals will not be subject to disciplinary action.

## **ARTICLE XII – VACATION**

- A. Association members shall be entitled each calendar year to an annual vacation with pay as follows:

<u>COMPLETION OF YEARS</u>	<u>YEARS OF ACCUMULATED SERVICE VACATION DAYS</u>
One up to Four	Ten
Five up to Ten	Fifteen

Eleven  
Twelve  
Thirteen  
Fourteen  
Fifteen  
Sixteen  
Seventeen  
Eighteen  
Nineteen  
Twenty and Over

Sixteen  
Seventeen  
Eighteen  
Nineteen  
Twenty  
Twenty-One  
Twenty-Two  
Twenty-Three  
Twenty-Four  
Twenty-Five

- B. All vacations must be used prior to December 31<sup>st</sup> of each year.
- C. Two members of the bargaining unit can be off at the same time, either on vacation or personal days. The scheduling of vacation will take precedence over the use of personal days with precedence in any case being based on seniority. The Township may, solely at its discretion, allow a third employee to be off. This decision will be based on scheduling and the work needs of the Department. The Association agrees that any instance of a third employee being allowed off will not constitute a past practice, set a precedent, or be the basis of any grievance.

**ARTICLE XIII – UNIFORM REQUIREMENTS AND ALLOWANCE**

- A. Each employee shall be entitled to be reimbursed up to \$450.00 annually for the purchase of safety shoes, gloves, jackets, shirts and boots.
- B. All employees shall wear safety shoes while on duty. Failure to do so shall constitute a violation of the Township’s personnel rules and subject the employee to discipline there under. Work jackets may have the employee’s name printed thereon. Cleaning of these jackets will be at the employee’s expense and not part of the Township’s uniform contract.
- C. The Township shall bear the cost of specialized safety equipment.

- D. The Township shall provide each employee with safety eyeglass, including prescription safety eyeglasses, if necessary.

#### **ARTICLE XIV – PENSION AND RETIREMENT BENEFITS**

- A. The paid up death benefit of NINE THOUSAND AND 00/100 DOLLARS (\$9,000.00) will be provided for all retired employees. The Township shall provide life insurance for all fulltime employees at an insurance level of one hundred-fifty percent (150%) of current yearly salary.
- B. The Township agrees to provide the pension plan established with PMRS effective January 1, 1991 in accordance with Ordinance #808 (as amended).
- C. The Township agrees to deposit annually, Act 205 Pension Funds into the General Employees Pension Plan in an amount equal to the general employee’s share as determined by the State formula.

#### **ARTICLE XV REQUIRED CERTIFICATIONS/DRUG & ALCOHOL POLICY**

- A. As a condition of employment, each employee shall be required, at their own expense, to obtain and maintain a Commercial Driver’s License (CDL). On CDL renewals, the Township will pay the difference between the cost of the CDL and a non-commercial license. Mandatory regulations governing CDL licensing must be followed including all testing requirements.
- B. It is agreed that the Township Drug and Alcohol Policy (Resolution #2-96) shall be made part of this Agreement and is incorporated herein by reference thereto. It is further

agreed that the Township will provide each employee a copy of this resolution as well as educational information.

- C. Education Incentive Program: The parties agree to continue negotiations on the provision of financial aid to members of the bargaining unit who want to increase their knowledge in a technical field, such as HVAC, plumbing, electrical or project management. The parties agree to reopen this agreement to include an agreed upon Education Incentive Program.

### **ARTICLE XVI – PROBATIONARY PERIOD**

- A. Seniority: For the purpose of this Agreement, the term seniority shall be defined as a preferred position for specific purposes which one employee may have over another employee because of a greater length of continuous service with the Township.

Length of continuous service shall be computed from the date a regular fulltime employee actually commenced work subject, however, to the following provisions:

1. An employee's continuous service shall be broken so that no prior periods of employment shall be counted and his/her rights to seniority shall cease upon the following:
  - a. Voluntary termination of his employment;
  - b. Discharge;
  - c. When recalled after layoff, upon his/her failure to return to work within a period of twenty-four (24) hours after employee has received notification to so return; provided, however, if the employee notified the Township within said twenty-four (24) hours that he/she is not immediately available for work, but wishes to remain on the seniority list, he/she shall be retained

on such list for a period of thirty (30) days subject to an extension, provided valid reason is given to the Township;

d. Failure without reasonable explanation for two (2) consecutive workdays to report off work when absent;

e. Retirement;

f. An administrative, quasi-judicial determination that an employee is permanently and totally disabled.

2. An employee shall not be permitted to accumulate seniority during a period of layoff, nor shall an employee accumulate seniority during a period of disciplinary suspension.

3. Absence due to sickness or accident disability shall not constitute a disruption of continuous service unless it results from gainful self-employment or while in the employment of others than the Township. Sickness or accident disability resulting from gainful self-employment or while in the employment of others than the Township will result in the interruption of continuous service.

4. In the scheduling of vacations, preference shall be given to the employee with seniority based upon length of continuous service.

B. Probationary Period: New employees shall be regarded as probationary employees for one (1) year and shall not be entitled to seniority during that period. Newly-hired employees shall not satisfy the probationary requirements until a full years' service on the job has been served. Upon completion of this period of one (1) year of fulltime employment, the employee's seniority shall be effective as of the date of their original

employment. In the event two or more employees have the same fulltime hire date, the part-time hire date shall determine seniority.

- C. A probationary employee shall not intentionally or deliberately act in a manner that is inconsistent with the established work rules of the Public Works Department or said employee may face immediate discharge.

### **ARTICLE XVII – LAYOFFS & PROMOTIONS**

A. Layoffs:

1. Shall be effectuated in an inverse order of seniority based upon length of service.
2. Employees shall be given a minimum of one (1) week advance written notice of layoff. Said notice shall include an indication of the circumstances which make the layoff necessary.
3. Employees shall be recalled in the reverse order of layoff.
4. In the event an employee is laid off, he may, upon request, receive payment for earned, but unused vacation leave.
5. Promotions shall be regulated by Wilkins Township Code, Chapter 33, as amended.

### **ARTICLE XVIII – GRIEVANCE PROCEDURE**

- A. Policy: It is the policy of the Township to encourage a harmonious and cooperative relationship between its employees and to resolve employee grievances in accordance with fair and orderly procedures.
- B. Definitions: A grievance is a dispute concerning the interpretation, application, or alleged violation of the specific terms or provisions of this agreement. A “grievant” is any

employee or group of employees claiming an alleged breach or violation of this Agreement or claiming a dispute has arisen out of the interpretation or application of the provisions of this Agreement. An election by a grievant to utilize the grievance procedure shall preclude such issue from being raised in any other proceeding.

C. Any grievance arising between the Township and the Association or any employee represented by the Association shall be settled in the following manner:

1. **STEP 1)** The Association shall provide a written complaint within five (5) working days of the date a grievance arises to the employee's supervisor and the Township Manager detailing the grievance along with the sections of the contract under dispute.
2. **STEP 2)** If the matter is not resolved within ten (10) working days of the grievance; the Association may present the grievance to the Public Works Committee for further review. The Public Works Committee will respond within ten (10) days.
3. **STEP 3)** If the grievance has not been satisfactorily resolved at Step 2 the Association may appeal to arbitration within ten (10) days after a decision at Step 2 has been rendered. A request for arbitration may be initiated by the Association serving upon the Township Manager notice in writing of intent to proceed to arbitration. The notice shall identify the agreement provisions in dispute, the issue(s) to be determined, and the employee or employees involved. Upon receipt of a notice requesting arbitration, the parties shall attempt to select an arbitrator. If the parties cannot voluntarily agree upon the selection of

an arbitrator, they shall notify the Federal Mediation and Conciliation Service of their desire to have that service submit to the parties a panel of seven arbitrators. Each party shall alternately strike until one name remains. The parties shall alternate who initially strikes the first name. After the first strike is made, the strikes will alternate between the two parties.

The person remaining shall be the arbitrator.

- a. The arbitrator shall have no power or authority to add to, subtract from or modify the provisions of this Agreement in arriving at a decision on the issue(s) presented and shall confine his or her decision solely to the application and interpretation of this Agreement.
- b. The cost of the arbitration shall be shared equally by the parties. Each party shall bear the cost of preparing and presenting its own case.

D. Time limits set forth in the grievance procedure shall, unless extended by mutual written agreement of the Township and the Association, be binding and any grievance not timely processed thereafter shall not be arbitrable. Weekends and holidays do not count.

E. The arbitrator's decision shall be final and binding on all the parties.

**THE "TOWNSHIP" AND THE "ASSOCIATION" HEREBY AGREE TO THE ABOVE  
TERMS AND CONDITIONS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_**

**WITNESS:**

\_\_\_\_\_  
**Rebecca Bradley, Manager**

**WITNESS:**

\_\_\_\_\_

**TOWNSHIP OF WILKINS:**

**BY:** \_\_\_\_\_

**WILKINS TWP. MAINTENANCE  
EMPLOYEES' ASSOCIATION:**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

# Township of Wilkins

## Allegheny County

Founded in 1821

### Irene J. Pohl Municipal Building

110 Peffer Road

Turtle Creek, PA 15145-1192

**Board of Commissioners**  
Sylvia J. Martinelli, President  
Joseph D. Costa, Vice President  
Michael Boyd  
Michelle Criner  
Mark E. Wells

**Township Officers**  
Rebecca Bradley, Township Manager  
George M. Porado, Treasurer  
John Rushford, Solicitor  
Edward A. Krancic, Police Chief  
Edward Bruener, Public Works Superintendent

TO: Board of Commissioners

FROM: Rebecca Bradley  
Township Manager 

SUBJECT: PAMS EIT Collection Agreement

DATE: November 4, 2016

As you may recall, Act 32 of 2008 required all municipalities to work with one Earned Income Tax Collector per County (in Allegheny that was modified to 4) for the collection of wage tax for all tax years after 2011.

The Woodland Hills School District authorized Pa Municipal Services (PAMS) to collect earned income tax on their behalf for 2011 and all years prior to that. The Township also executed an agreement with PAMS in 2012 to authorize them to continue to collect Earned Income Taxes for years 2011 and prior.

The agreement that the Township and PAMS executed expired at the end of 2014 and should be renewed. While we have seen a drop-off in overall collections since inception (which is the end-goal), PAMS continues to receive some funds through wage attachments and court orders.

Attached is a Resolution that readopts the agreement that we have with PAMS. The modification to the termination date is located on the last page of the agreement. I am recommending that the Board authorize a termination date that rolls from year to year after an initial 3 year period; requiring one party to advise the other party in writing of actual desire to terminate.

Year	PAMS	Keystone	Total EIT
2012	\$333,201	\$488,796	\$821,997
2013	\$61,045	\$768,489	\$829,534
2014	\$33,072	\$825,804	\$858,876
2015	\$22,779	\$772,476	\$795,255
2016	\$15,825	\$666,308	\$682,133*

\*2016 Collections through 10/31/2016

**Telephone: (412) 824-6650**

**Fax: (412) 824-3808 \* Police Fax: (412) 824-6647 \* Public Works Fax: (412) 824-1986**

**TOWNSHIP OF WILKINS**

**RESOLUTION No.: 26-2016**

**A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ACCEPTING AND ADOPTING THE COLLECTION AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND PENNSYLVANIA MUNICIPAL SERVICES (PAMS) FOR THE COLLECTION OF DELINQUENT (2011 TAX YEAR AND PRIOR) EARNED INCOME TAXES.**

**WHEREAS**, the Board of Commissioners of the Township of Wilkins desire to enter into an Agreement with the Pennsylvania Municipal Services (PAMS) for the collection of Delinquent (2011 Tax year and prior) Earned Income Tax, a copy of which is attached hereto and incorporated herein as Attachment "A"; and

**WHEREAS**, PAMS has agreed to act in the capacity of Delinquent (2011 Tax year and prior) Earned Income Tax Collector in accordance with the attached agreement; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of the Township of Wilkins does hereby approve the Amendment to the Agreement with Pennsylvania Municipal Services and hereby authorizes the appropriate officials to execute the documents.

**RESOLVED AND ADOPTED** at a duly assembled public meeting held this 14<sup>th</sup> day of November, 2016

**ATTEST:**

**TOWNSHIP OF WILKINS**

\_\_\_\_\_  
Rebecca Bradley, Manager

\_\_\_\_\_  
Sylvia J. Martinelli, President  
Board of Commissioners

**DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES  
COLLECTION AGREEMENT**

**Township of Wilkins  
110 Peffer Road  
Turtle Creek, PA 15145**

**and**

**Pennsylvania Municipal Service Company  
336 Delaware Avenue  
Oakmont, PA 15139**

**THIS AGREEMENT**, made and entered into this 9<sup>th</sup> day of April, 2012 by and between the TOWNSHIP OF WILKINS (hereinafter referred to as the "TOWNSHIP") and PENNSYLVANIA MUNICIPAL SERVICE COMPANY (hereinafter referred to as "P.A.M.S."), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, maintaining its principal office at 336 Delaware Avenue, Oakmont, Pennsylvania 15139;

**WITNESSETH THAT**, in consideration of the mutual covenants and promises set forth in this Agreement and the mutual benefits to be derived herefrom and intending to be legally bound, the TOWNSHIP AND P.A.M.S. hereby covenant and agree as follows:

**FIRST:** The TOWNSHIP designates P.A.M.S. as its exclusive agent for purposes of collecting the TOWNSHIP'S DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES and any and all penalties, interest and costs assessed and levied pursuant to all TOWNSHIP'S resolutions and/or ordinances respecting said Tax during the period of this Agreement.

**SECOND:** P.A.M.S. shall exclusively perform and provide the following services for the TOWNSHIP during the period of this Agreement.

- (1) Prepare and mail statements and bills for the collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.
- (2) Prepare and mail notices (hereinafter referred to as "Collection Notices") to those taxpayers owing DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.
- (3) Maintain records of all Collection Notices provided to taxpayers, including but not limited to a record documenting the date the Collection Notices are provided to each taxpayer.

- (4) Receive all of said tax as well as any interest, penalties, court costs and reasonable costs (as permitted by law and defined herein) levied and imposed by the resolutions and/or ordinances of the TOWNSHIP with respect to said tax.
- (5) Deposit and post all payments received in an account. Partial payments will be applied in the following manner; reasonable costs, penalty, interest and tax.
- (6) Submit a written report each month, prior to the TOWNSHIP'S regular monthly meetings, identifying the total amount of taxes, penalties, interest, court costs and reasonable costs collected pursuant to this Agreement during the preceding calendar month and year-to-date.
- (7) Provide on a regular basis, to be agreed upon by the parties hereto, payment for all amounts due to the TOWNSHIP under this Agreement for the preceding calendar month.
- (8) Maintain accurate records showing the amounts received from each delinquent taxpayer and the date any amount is received.
- (9) Maintain and preserve all records required by the resolutions and/or ordinances of the TOWNSHIP.
- (10) Prepare and furnish any forms, papers, notices or postings necessary for the collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES or required by the resolutions and/or ordinances respecting the assessment, collection, administration, receipt or enforcement of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.
- (11) Initiate and pursue, as it deems appropriate, remedies and procedures prescribed by law, including but not limited to notice and demand, legal action before the local district justice, and wage attachment.
- (12) Customer service will be provided by the P.A.M.S. office located in Oakmont between the hours of 9:00 AM – 5:00 PM Monday – Friday, except holidays. In addition, P.A.M.S. will perform all services and furnish all necessary supervision, equipment, facilities, supplies, materials, forms, notices, bankruptcy claims and postage necessary in performance of its obligations under this Agreement.
- (13) P.A.M.S. shall obtain and shall provide during the term of this Agreement a surety bond of at least twenty-five thousand dollars (\$25,000.00) in the name of the TOWNSHIP. A copy of the bond shall be provided to the TOWNSHIP prior to the commencement of this Agreement.

- (14) Make use of all powers granted to it by the TOWNSHIP'S resolutions and/or ordinances in order to ensure the efficient assessment and maximum collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.
- (15) Any information gained by P.A.M.S. or any employee or agent of P.A.M.S. as a result of an audit, declaration, return, report, investigation, hearing or verification shall be confidential tax information. The TOWNSHIP shall not be responsible for any breach of confidentiality by P.A.M.S. or any employee or agent of P.A.M.S.

**THIRD:** The Pennsylvania legislature adopted Act 192 of 2004 (hereinafter "Act 192") amending the Local Tax Enabling Act, 53 P.S. §6901, *et seq.*, to allow a taxing jurisdiction to approve reasonable costs (hereinafter referred to as "Reasonable Costs,") which may be imposed on the delinquent taxpayer, collected and retained by the delinquent tax collector. The TOWNSHIP desires to exercise all of its legal authority in accordance with the legislative pronouncements set forth in the Local Tax Enabling Act and in Act 192 of 2004 to encourage the collection of delinquent taxes and to eliminate the expense associated with such collections by imposing the Reasonable Costs on the delinquent taxpayer, the TOWNSHIP AND P.A.M.S. agree as follows:

1. The TOWNSHIP designates P.A.M.S. as its exclusive agent for purposes of collecting DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES including all penalties, interest, court costs and Reasonable Costs assessed and levied pursuant to the TOWNSHIP'S resolutions and/or ordinances.
2. The TOWNSHIP has adopted a Reasonable Cost of Collection Ordinance pursuant to Act 192 of 2004 establishing Reasonable Costs as set forth herein (hereinafter referred to as the "Ordinance.") Such Reasonable Costs, together with and including any other costs imposed, reimbursement for postage and other out-of-pocket expenses, shall be collected directly from the delinquent taxpayers in accordance with Act 192 of 2004 and all other applicable laws. Reasonable Costs charged and recovered by P.A.M.S. shall be in accordance with the Ordinance
3. The Reasonable Costs approved by the TOWNSHIP in the Ordinance shall be the sole compensation for the service provided by P.A.M.S. pursuant to this Agreement. P.A.M.S. compensation shall be contingent upon the collection of DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES. The Reasonable Costs set forth in the Ordinance will be added to the DELINQUENT (2011 Tax Year and Prior) EARNED

INCOME TAXES due. The TOWNSHIP shall not be responsible for payment of any Reasonable Costs to P.A.M.S.

4. All amounts collected by P.A.M.S., including Reasonable Costs and expenses due to P.A.M.S. shall be collected by P.A.M.S. P.A.M.S. shall forward payment due to the TOWNSHIP. P.A.M.S. shall thereafter provide the TOWNSHIP with a monthly statement reconciling the amount received by P.A.M.S. and the amount remitted to the TOWNSHIP.

**FOURTH:** P.A.M.S. currently maintains the tax files for the TOWNSHIP which contains the names and addresses of taxpayers who are obligated to pay the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES under the TOWNSHIP'S resolutions and/or ordinances and who have not paid said tax. The TOWNSHIP shall provide P.A.M.S. with any and all information in its possession or which it comes to possess in the future that will assist P.A.M.S. in the performance of the duties hereunder.

**FIFTH:** The TOWNSHIP hereby designates and authorizes P.A.M.S. to appear before any district justice or any other appropriate court on behalf of the TOWNSHIP in those cases in which P.A.M.S. determines legal action would be an appropriate means of collecting the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES and any penalties, interest, costs and Reasonable Costs due and owing. The TOWNSHIP will not be responsible for any attorney fees and/or out of pocket expenses as it relates to the Reasonable Costs of collection of delinquent taxes. In the event that any challenge is made by any third party to the TOWNSHIP'S resolutions and/or ordinances, on which this Agreement is based, the TOWNSHIP by and through its Solicitor or other designated counsel, shall at its sole cost and expense, defend any such challenge or claim.

**SIXTH:** The TOWNSHIP shall defend, indemnify and hold harmless P.A.M.S. from any damages, expenses, or costs, including legal fees with respect to lawsuits or other legal proceedings which challenge the legality of any of the TOWNSHIP'S resolutions and/or ordinances which result from the use of erroneous information provided to P.A.M.S. by the TOWNSHIP. P.A.M.S. shall defend, indemnify and hold harmless the TOWNSHIP from any damages, costs or expenses that result from the acts or omissions of any employee, servant or agent of P.A.M.S. in providing services on behalf of P.A.M.S. pursuant to this Agreement.

**SEVENTH:** In the event the resolutions and/or ordinances on which this Agreement is based are the subject of any legal challenge, P.A.M.S. shall be notified by the TOWNSHIP of whether P.A.M.S. is authorized to continue its collection activities. In the event that the resolutions and/or ordinances on which this Agreement is based are declared invalid for any reason following the execution of this Agreement, or if P.A.M.S. is instructed to discontinue its collection activities pending resolution of a legal challenge, the TOWNSHIP shall be liable to P.A.M.S for all reasonable expenses it has incurred and for any compensation under this Agreement.

**EIGHTH:** The term of this Agreement shall be for a period of three years commencing November 15, 2016 and ending November 14, 2019, at which time this Agreement will automatically renew. Said renewal shall be for increments of one year until such time as one party to the Agreement notifies the other party to the Agreement in writing, mailed certified mailing that said agreement shall expire within thirty (30) days. In the event of such notification, said agreement shall terminate thirty (30) days following the receipt of mailing as documented by certified mail delivery. In the event that P.A.M.S. defaults on any of its obligations under this Agreement, the TOWNSHIP shall provide written notice specifying the alleged default. In the event that P.A.M.S. does not diligently cure such default within fifteen (15) days of said notice, the TOWNSHIP may terminate this Agreement by forwarding written notice of termination to P.A.M.S. If the default cannot be cured within ten (10) days of the written notice provided by the TOWNSHIP, the cure period may be extended at the TOWNSHIP'S sole discretion. Obligations of the TOWNSHIP to P.A.M.S. shall cease as of the day of the notice of termination.

**WITNESS,** the due execution hereof the day and year first above written.

**ATTEST:**

**TOWNSHIP OF WILKINS**

\_\_\_\_\_  
Rebecca Bradley, Manager

\_\_\_\_\_  
Sylvia Martinelli, President  
Board of Commissioners

## Rebecca Bradley

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**From:** An Lewis [al@steelriverscog.org]  
**Sent:** Wednesday, October 26, 2016 11:24 AM  
**To:** rbradley@wilkinstownship.com  
**Cc:** 'Liz Kozub'; asett@tcvcog.com; jp@steelriverscog.org  
**Subject:** Tri-COG Land Bank Membership Notice  
**Attachments:** Letter to Wilkins10252016.pdf; \_Certification\_.htm

Good Morning,

The attached letter was mailed yesterday. It describes the important hallmarks of the land bank, your responsibilities as a member, and identifies what we need from you **by November 30<sup>th</sup>**.

The letter also announces that we will convene our first meeting of the Municipal Advisory Committee and the School Advisory Committee on **December 8, 2016 at 5:30pm** at Steel Rivers Council of Governments located at 1705 Maple Street, Homestead, PA 15120.

For your convenience, we have provided a sample letter for you to use for your response.

If you have any questions about the letter or what is needed, please feel free to contact me. I am looking forward to working with you to get the Tri-COG Land Bank off the ground!

An

An Lewis  
Co-Executive Director  
Steel Rivers Council of Governments  
412-462-7600  
412-462-3986 (fax)



**Please consider the environment before printing this email.**

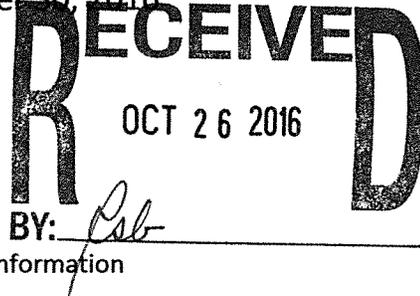
Tri-COG Land Bank  
c/o Steel Rivers COG  
1705 Maple Street  
Homestead, PA 15120

October 25, 2016

**RESPONSE REQUIRED**

Response Deadline: November 30, 2016

Rebecca Bradley, Manager  
Wilkins Township  
110 Peffer Road  
Turtle Creek, PA 15145



RE: Tri-COG Land Bank Membership, Delegates and Notice Information

Dear Ms. Bradley:

Congratulations on being a founding member of the Tri-COG Land Bank ("Land Bank") as evidenced by adoption of your authorizing ordinance and being an inaugural signor on the Intergovernmental Cooperation Agreement forming the Tri-COG Land Bank ("ICA"). Our team is actively meeting with each member to obtain the necessary signatures. We will provide you with a copy of the ICA, with original signatures, for your files as soon as all of the signatures are obtained. The Land Bank Hallmarks and requirements and responsibilities of Land Bank Members are listed below. Please review and contact me with any questions.

In accordance with the ICA, a Municipal Advisory Committee will be comprised of COG delegates and alternates. The enclosed sample letter requires you identify those individuals currently serving as your COG delegate and alternate. These individuals will be the members of the Tri-COG Land Bank Municipal Advisory Committee. COG Delegate Requirements and Responsibilities associated with Land Bank Municipal Advisory Committee are listed below.

**Tri-COG Land Bank Municipal Member Hallmarks:**

- As to any Real Property acquired, owned or conveyed by the Land Bank, the three taxing bodies within whose geographical jurisdiction said Real Property is located must be Members of the Land Bank; and
- Each Municipal Land Bank Member must be a member of a Council of Governments (COG) in Allegheny County, and
- Municipal Land Bank Members must assure the membership of any School District that overlaps the Municipal Member's geographical jurisdiction; and
- Every Member of the Land Bank must make an annual contribution to the Land Bank.

**Land Bank Municipal Member Requirements and Responsibilities:**

- In accordance with the provisions of the ICA, Land Bank communications will be addressed to the signatory at the address provided on the ICA. If you would like to add a recipient of land

bank notices, you must provide the name, title and address in writing to the Land Bank. Providing current contact information to the Land Bank is the responsibility of the member.

- An annual contribution will be mailed to you prior to the end of the year. First Installment must be paid by January 15, 2017 or in full by March 31, 2017. Failure to make timely payment can be cause for removal from the Land Bank.

**COG Delegate Requirements and Responsibilities:**

- Each Land Bank Municipal Member must name one delegate and one alternate to the Land Bank Municipal Advisory Committee. Said delegate and alternate shall be the same as the Municipality's representative and alternate to the Council of Governments (COG) with which the Municipality is a member.
- The Land Bank Municipal Advisory Committee elects and appoints certain members of the Land Bank Board of Directors.
  - The Municipal Advisory Committee elects two (2) of its municipal delegate members, by majority vote, to be members of the Board. In order to be considered for the Land Bank Board of Directors, a candidate must officially be named as the delegate (not alternate) to the Municipal Advisory Committee.
  - The Municipal Advisory Committee in cooperation with the School Advisory Committee appoints three (3) qualified professionals and one (1) resident representative to the Land Bank Board
- The Municipal Advisory Committee may assist the Land Bank staff with identification of prospective real estate acquisitions and dispositions, and to make acquisition and disposition action recommendations to the Land Bank Board of Directors.

**Land Bank Notices, Invoices and Correspondence to Members**

- The Land Bank notifies the Land Bank Members, by letter to the ICA signatory, of its intent to acquire and dispose of property that is within that Land Bank Member's jurisdiction. If, within sixty (60) days of such notice, the governing body of the Municipality notifies the Land Bank, in writing, that it objects to the action by a Super Super Majority vote, the Land Bank cannot acquire or dispose of the Real Property
- The Land Bank will send annual contribution invoices, notices and correspondence to the ICA signatory or recipient of notice name and address update provided in writing by the Land Bank Member.

The enclosed sample letter is provided for you to print on official municipal letterhead, complete and return to An Lewis c/o Steel Rivers Council of Governments, 1705 Maple Street, Suite 100, Homestead PA 15120, by **November 30<sup>th</sup>**.

We are excited to have reached this phase in this initiative. Thank you for your support and contributions to make the Tri-COG Land Bank formation possible. We will convene our first meeting of the Municipal Advisory Committees on **December 8, 2016 at 5:30pm** at Steel Rivers Council of Governments located at 1705 Maple Street, Homestead, PA 15120. This will be a joint meeting with the School District Advisory Committee. Delegates, alternates and others who will be involved with the Land Bank should attend. Please **RSVP by November 30** to An Lewis at 412-462-7600 or **al@steelriverscog.org**.

Sincerely,

An Lewis  
Director

CC: Rebecca Bradley, **rbradley@wilkinstownship.com**, via email

Ms. An Lewis  
Co-Director, Steel Rivers COG  
1705 Maple Street  
Homestead, PA 15120

Dear Ms. Lewis:

By this letter, we affirm our understanding and intent to comply with Land Bank member hallmarks, and member and COG delegate requirements and responsibilities outlined in your letter of {DATE} and in the ICA.

Furthermore, based on Ordinance 4083, 3/21/2016, we affirm that the following individual is our ICA signatory and will be the recipient of Land Bank notices , invoices and any other correspondence unless an update is writing is provided. We would like notices, invoices and any other correspondence to also be sent to an additional person, the name, title and address are included below.

Rebecca Bradley, Manager  
Wilkins Township  
110 Peffer Road  
Turtle Creek, PA 15145

Additional Recipient of Land Bank Notices:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

Please consider this official notification that the following individuals are our COG delegate and alternative and will serve a delegate and alternate on the Land Bank Municipal Advisory Committee.

[ NAME ] *Delegate*  
[ NAME ] *Alternate*

We understand that there is one vote for each Land Bank Member, in other words, there is only one vote between these two members of the Municipal Advisory Committee. If both members are present, the Delegate will cast the vote. It is further understood that the individual named as the Delegate is the only member eligible for election to a municipal representative seat on the Land Bank Board of Directors.

Sincerely,

[ NAME ]  
[ TITLE ]

Tri-COG Land Bank  
c/o Steel Rivers COG  
1705 Maple Street  
Homestead, PA 15120

October 25, 2016

**RESPONSE REQUIRED**  
**Response Deadline: November 30, 2016**

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Turtle Creek, PA 15145

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**Land Bank Municipal Member Requirements and Responsibilities:**

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bank notices, you must provide the name, title and address in writing to the Land Bank. Providing current contact information to the Land Bank is the responsibility of the member.

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  - The Municipal Advisory Committee elects two (2) of its municipal delegate members, by majority vote, to be members of the Board. In order to be considered for the Land Bank Board of Directors, a candidate must officially be named as the delegate (not alternate) to the Municipal Advisory Committee.
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- The Municipal Advisory Committee may assist the Land Bank staff with identification of prospective real estate acquisitions and dispositions, and to make acquisition and disposition action recommendations to the Land Bank Board of Directors.

**Land Bank Notices, Invoices and Correspondence to Members**

- The Land Bank notifies the Land Bank Members, by letter to the ICA signatory, of its intent to acquire and dispose of property that is within that Land Bank Member's jurisdiction. If, within sixty (60) days of such notice, the governing body of the Municipality notifies the Land Bank, in writing, that it objects to the action by a Super Super Majority vote, the Land Bank cannot acquire or dispose of the Real Property
- The Land Bank will send annual contribution invoices, notices and correspondence to the ICA signatory or recipient of notice name and address update provided in writing by the Land Bank Member.

The enclosed sample letter is provided for you to print on official municipal letterhead, complete and return to An Lewis c/o Steel Rivers Council of Governments, 1705 Maple Street, Suite 100, Homestead PA 15120, by **November 30<sup>th</sup>**.

We are excited to have reached this phase in this initiative. Thank you for your support and contributions to make the Tri-COG Land Bank formation possible. We will convene our first meeting of the Municipal Advisory Committees on **December 8, 2016 at 5:30pm** at Steel Rivers Council of Governments located at 1705 Maple Street, Homestead, PA 15120. This will be a joint meeting with the School District Advisory Committee. Delegates, alternates and others who will be involved with the Land Bank should attend. Please **RSVP by November 30** to An Lewis at 412-462-7600 or [al@steelriverscog.org](mailto:al@steelriverscog.org).

Sincerely,

A handwritten signature in cursive script, appearing to read "An Lewis".

An Lewis  
Director

CC: Rebecca Bradley, [rbradley@wilkinstownship.com](mailto:rbradley@wilkinstownship.com), via email

Ms. An Lewis  
Co-Director, Steel Rivers COG  
1705 Maple Street  
Homestead, PA 15120

Dear Ms. Lewis:

By this letter, we affirm our understanding and intent to comply with Land Bank member hallmarks, and member and COG delegate requirements and responsibilities outlined in your letter of {DATE} and in the ICA.

Furthermore, based on Ordinance 4083, 3/21/2016, we affirm that the following individual is our ICA signatory and will be the recipient of Land Bank notices , invoices and any other correspondence unless an update is writing is provided. We would like notices, invoices and any other correspondence to also be sent to an additional person, the name, title and address are included below.

Rebecca Bradley, Manager  
Wilkins Township  
110 Peffer Road  
Turtle Creek, PA 15145

Additional Recipient of Land Bank Notices:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State Zip: \_\_\_\_\_

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[ NAME ] *Delegate*  
[ NAME ] *Alternate*

We understand that there is one vote for each Land Bank Member, in other words, there is only one vote between these two members of the Municipal Advisory Committee. If both members are present, the Delegate will cast the vote. It is further understood that the individual named as the Delegate is the only member eligible for election to a municipal representative seat on the Land Bank Board of Directors.

Sincerely,

[ NAME ]  
[ TITLE ]



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1555 Coraopolis Heights Road - Moon Township, PA 15108  
412.809.6600 – www.chesterengineers.com - Fax-412.809.6611

November 11, 2016

Chester Ref. No. 15-6500-MC-A-14

Ms. Rebecca Bradley, Township Manager  
Township of Wilkins  
110 Peffer Road  
Turtle Creek, Pennsylvania 15145

Re: Township of Wilkins  
House Demo Project

Dear Ms. Bradley:

Two quotes were received for the demolition of structure located at 649 Beaver Street. The low bidder for this project was Eremic, Inc. (dba Eveready Contracting, LLC) located at 1644 Beighley Road, Apollo, Pennsylvania 15613. Their total quote for this project was \$8,900.00. The second quote was from Lutterman Contracting in an amount of \$12,500.00.

Based on our review of the quotes provided, as well as prior experience we recommend that the Township award the House Demolition project to Eremic, Inc. (dba Eveready Contracting) on the basis of their total base bid of \$8,900.00.

Should you have any questions regarding this matter or require any additional information, please do not hesitate to contact me at (412) 809-6060.

Very truly yours,  
Chester Engineers

A handwritten signature in cursive script that reads 'Norbert J. Lindner'.

Norbert Lindner, P.E.  
Senior Project Manager

NL/JA/lb

cc: Eveready Contracting, LLC  
Central Records

## Rebecca Bradley

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**From:** Antell, Jessica [jantell@chesterengineers.com]  
**Sent:** Tuesday, October 25, 2016 4:03 PM  
**To:** Rebecca Bradley  
**Cc:** Lindner, Norbert J; Central Records  
**Subject:** FW: 649 Beaver Street House Demo Quotes  
**Attachments:** 1477054794.10808.pdf; Scanned from a Xerox Multifunction Printer.pdf; \_Certification\_.htm

Hi Rebecca,

This got bounced back to me due to the size of the files I was trying to send. I will attached the specs separately.  
Thanks.

Jess Antell

---

**From:** Antell, Jessica  
**Sent:** Tuesday, October 25, 2016 3:54 PM  
**To:** 'Rebecca Bradley'  
**Cc:** Lindner, Norbert J; Central Records  
**Subject:** 649 Beaver Street House Demo Quotes

Good Afternoon Rebecca,

The COG had provided me four reputable contractors (see below) for the housing demo project. Attached are two quotes for the house demo project at 649 Beaver Street based on the attached specifications. The lowest quote provided is \$8,900 which is below the threshold to need three quotes. Please let me know if you would like to obtain a third quote or will the provided quotes suffice?

1. Lutterman Contracting – See attached quote
2. Eveready Contracting – See attached quote
3. DJ Demolition – left message and they did not return
4. AW McNabb – spoke to and he said he would provide me a quote, he was provided details regarding the job but did not end up submitting a quote.

<http://www.papubliccontracts.com/2016/01/12/2016-bidding-thresholds-announced-for-state-authorities-and-municipalities/>

Thanks,

Have a great day!

Jessica Antell

***Jessica M. Antell, E.I.T.***

CHESTER ENGINEERS

1555 Coraopolis Heights Road, Moon Township, PA 15108

P: 412-809-6003 | F: 412-809-6611 | [www.chesterengineers.com](http://www.chesterengineers.com)

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PROPOSAL FROM Excavation Contracting  
by Eremic Inc. dba Eveready Contracting

WILKINS TOWNSHIP  
ALLEGHENY COUNTY, PENNSYLVANIA

Information for Bidders,  
Proposal, General Conditions,  
Supplemental General Conditions,  
Technical Specifications, General Requirements, Bid Item  
Descriptions, Photos  
for

HOUSE DEMOLITION

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October 2016

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1555 Coraopolis Heights Road  
Moon Township, PA 15108

OWNERSHIP OF DOCUMENTS

"This document, and the ideas and designs incorporated herein, as an instrument of professional service, are the property of Chester Engineers and are not to be used, in whole or in part, without the written authorization of Chester Engineers."

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TOWNSHIP OF WILKINS  
HOUSE DEMOLITION

Item No.	Estimated Quantity	Description	Unit Price	Total Price
1.	LUMP SUM	Demolition of Structure on Lot/Block 454-N-170, 649 Beaver Street, Turtle Creek, PA (Wilkins Township)		\$8,900.00
TOTAL PRICE QUOTE FOR HOUSE DEMOLITION (SUM OF ITEMS 1)				\$8,900.00

WILKINS TOWNSHIP  
6500-14/10-16

PROPOSAL

4. In submitting this quote it is understood that the right is reserved by the Owner to reject any or all quotes and to waive any informalities.

5. It is agreed that this quote may not be withdrawn for a period of sixty (60) calendar days from the opening.

10/24/16  
Date

Attest:

FIRM NAME

Excavation Contracting by Eremic, Inc.  
Eveready Contracting

BY

Title

Sherry Magill

Corporate Secretary

[Signature]  
President

OFFICIAL ADDRESS:

1144 Beighley Rd

Apollo, PA 15613

Phone 724-325-1540

Fax 724-325-1540

SEAL

PROPOSAL FROM

KUTTERMAN EXC.

WILKINS TOWNSHIP  
ALLEGHENY COUNTY, PENNSYLVANIA

Information for Bidders,  
Proposal, General Conditions,  
Supplemental General Conditions,  
Technical Specifications, General Requirements, Bid Item  
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HOUSE DEMOLITION

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October 2016

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1555 Coraopolis Heights Road  
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ATT: 412 809 6611

ATT: JESSICA

TOWNSHIP OF WILKINS  
HOUSE DEMOLITION

Item No.	Estimated Quantity	Description	Unit Price	Total Price
1.	LUMP SUM	Demolition of Structure on Lot/Block 454-N-170, 649 Beaver Street, Turtle Creek, PA (Wilkins Township)		\$12,500.00
TOTAL PRICE QUOTE FOR HOUSE DEMOLITION (SUM OF ITEMS 1)				\$12,500.00

PROPOSAL PAGES

CC -- BID ITEM DESCRIPTIONS

CC.1 Bid Items

CC.1.1 Payment quantities for all Unit Price Bid Items shall be based on the unit price bid and shall include all costs necessary to perform the work detailed in each item, as well as all other items necessary to make the work complete.

CC.1.2 Payment for the Demolition of structures at 649 Beaver Street, Turtle Creek, PA 15145 shall be a Lump Sum Cost to perform all work described in the Contract Documents related to the project, including but not limited to the erosion and sedimentation controls, removal and disposal of all necessary materials, capping of utility lines, asbestos abatement if needed, seeding and landscape and pavement restoration, and the restoration of the site to adjacent grades.