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982	7	AMENDS W/T CODIFIED BOOK, PART II CHAPTER 173, ZONING, ARTICLE I SECT 173-4 ZONING MAP,542-F-50 & 542-B-70 FROM 3 TO COMM
983	11	LOCAL SERVICES TAX ORDINANCE
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987	25	DEFINES THE PROHIBITING/ABANDONMENT OR HABITUAL /OPEN STORAGE ON PUBLIC OR PRIVATE PROPERTY AND PROVIDING FOR EXCEPTIONS AUTHORIZING INSPECTIONS OF PREMISES/NOTICE OF COMPLIANCE CONDITIONS ABANDONMENT/NUISANCE OR DANGER TO THE CITIZENS AMENDS CHAPTER 124 /CODEPARAGRAPH (L)(302.8)
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992	47	ESTABLISHES AN OPEN RECORDS POLICY, PURSURANT TO ACT 3 OF 2008/THE PA RIGHT-TO-KNOW LAW AS AMENDED
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994	73	AMENDS CODIFIED BOOK OF ORD, PART II, GEN LEGIS CHAP 156, ARTICLE IV, & ART V, MERC LIC PROVIDING FOR THE GENERAL REVENUE BY IMOOSING A MERC TAX & BP TAX ON PERSONS WHO ENGAGE IN CERTAIN OCCUPATIONS & BUSINESES THEREIN, PROVIDING FOR/LEVY & COLLECTIONS & CONFERRING & IMPOSING POWERS/DUTIES ON THE TAX TAX COLLECTOR & IMPOSING INTEREST & PENALTIES/VIOLATIONS
995	81	AMENDS COD BOOK OF ORD, PART II,GENL LEGIS, CHAP156, ART III, LOCAL SVCES TAX, PARA 156-32,RETURNS POLICY W/50 EMPLOYEES BE REQUIRED TO FILE LOCAL PAYROLL WITHHOLDING TAXES
996	83	ENTER INTO INTERGEVERNMENTAL COOPERATION AGREEMENT W/MUN OF MONROEVILLE/PROVIDING FOR THE COLLECTION OF MERC, BUSINESS PRIV AND LOCAL SERVICES TAXES

997 87 ORDINANCE AMENDING ORD #542 OF 1973 AS AMENDED AND THE W/T CODIFIED BOOK, CHAPTER 173 ZONING, TO PROVIDE AN AMENDED DEFINITION OF DWELLING TO ALLOW FOR PERMANENT OCCUPANCY IN ZON DIST R-1 THROUGH R-4, RC-1, C-1 AND M, AND TRANSIENT OCCUPANCY IN ZON DIST RC-1, C-1 AND M, AND TO PROVIDE FOR A DEFINITION OF PERMANENT OCCUPANCY & TRANSIENT OCCUPANCY.

998 89 ORDINANCE T/W RELATIVE TO THE ESTABLISHMENT & MAINTENANCE OF EMPLOYEES PENSIO ANNUITY, INSURANCE & BENEFIT FUND OR FUNDS. TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM.

999 91 ORDINANCE T/W AMENDING THE CODIFIED BOOK OR ORDINANCE, PART II, CHAPTER 124, PROPERTY MAINTENANCE, TO PROVIDE A HEIGHT LIMITATION/WEEDS-PLANT GROWTH

1000 93 ORDINANCE AMENDING ZONING CODE, ORD 542 OF 1973 AS AMENDED, THE W/T CODIFIED OF ORDINANCES, PART II, GEN'L LEGISLATION, CHAPTER 173 ZONING TO PROVIDE FOR OIL & GAS WELL DRILLING AS A CONDITIONAL USE IF THE (M) ZON DIST SUBJECT TO VARIOUS CONDITIONS.

1001 97 AN ORDINANCE APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2010 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2010.

1002 99 ORDINANCE TO ENTER AN INTERGOVERNMENTAL COOP AGREEMENT WITH CHURCHILL, AND FOREST HILLS PURPOSE OF ADMINISTERING A GRANT THROUGH THE C OF PA DC AND ECONOMIC DEVELOPMENT, URBAN DEVELOPMENT PROGRAM.

1003 103 ORDINANCE RELATIVE TO THE ESTABLISHMENT & MAINTENANCE OF EMPLOYEES PENSION BENEFIT FUND OR FUNDS TO AMEND CERTAIN PROVISIONS/POLICE PENSION PLAN OR PROGRAM APPLICABLE/POLICE EMPLOYEES/SAID TOWNSHIP

1004 105 ORDINANCE AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREE,EMT BETWEEM THE T OF W & COMCAST OF PA II,L.P.

1005 107 ORDINANCE AMENDING W/T CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE 1, SECTION 173-4 ZONING MAP REZONE CERTAIN PROPERTIES RIDGECREST FROM ZONING DISTRICT COMMERCIAL TO ZON DIST RESIDENTIAL 3 , BY REZONING CERT PROP BROWN AVE FROM ZON DIST RESIDENTIAL 3 TO ZONING DIST COMMERCIAL, REZONING CERT PROP LARIMER AVENUE FROM ZON DISTRICT RESIDENTIAL 3 AND RESIDENTIAL 4 TO RESIDENTIAL 2.

1006 111 ORDINANCE AMENDING W/T CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE I, GENERAL PROVISIONS, SECTION 173-4, ZONING MAP; ARTICLE III, DISTRICT REGULATIONS, SECTION 173-8, ZONING DISTRICTS, SECTION 173-11, CONDITIONAL USES, SECTION 173-13, LOT AND YARD REQUIREMENTS AND ARTICLE VI, CONDITIONAL USES, SECTION 173-49, CRITERIA FOR APPROVAL TO ADD A TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) OVERLAY DISTRICT AS A CONDITIONAL USE FOR LARIMER AVE FROM HARRISON RD TO CHURCHILL ROAD.

1007 117 AN ORDINANCE OF THE T/WM AKKEG CTIM PA AMENDING THE W/T CODIFIED BOOK OF OR ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ART V, SIGNS, SECTION 173SECTION 173-28, DEFINITIONS, TO ADD A DEFINITION FOR SPECIAL ADVERTISING AND REAL ESTATESIGNS, TO ADD DEFINITIONS FOR ARTERIAL, COLLECTOR & LOCAL STREETS AND AMENDTHE DEFINITION OF TEMPORARY PPLITICAL SIGNS TO ELIMINATE TIME LIMITATIONS ON PRIVATE PROPERTY THE NUMBER OF PERMITTED SIGNS ON PRIVATE PROPERTY & THE REQUIRED LOCATION OF POLITICAL SIGNS ON BOTH PRIVATE PROPERTY & PUBLIC PROPERTY FROM SIX FEET TO FOUR FEET; AMENDING SECTION 173-35, TABLE I TO PROVIDE FOR REQUIREMENTS FOR SPECIAL ADVERTISING & REAL ESTATE SIGNS; & AMENDING SECTION 173-38, FREESTANDING SIGNS, TO ADD HEIGHT REQUIREMENTS BASED UPON STREET CLASSIFICATIONS.

1008 121 ORDINANCE T/W, ALLEG CTY & COMM OF PA OFFICIALLY ADOPTING VARIOUS ROADS IN THE TOWNSHIP WHICH WERE CONSTRUCTED PRIOR TO 1/1/1985 AS PUBLIC ROADS IN THE TOWNSHIP & REPEALING ALL INCONSISTENT ORDINANCES

1009 123 ORDINANCE AMENDING CODIFIED BOOK, PART II, GENERAL LEGISLATION, CHAPT 156, TAXATION, ARTICLE VIII, TAX NOTICES, DISCOUNTS, PENALTIES & INTEREST TO ENact AN INTERIM ASSESSMENT OF NEW CONST. & IMPROVEMENTS.

1010 125 ORDINANCE AMENDING COFIEIED BOOK, PART II, CHAPTER 124, PROPERTY MAINTENANCE, ADDING REGULATIONS GOVERNING REGISTRATION & LICENSING OF RESIDENTIAL RENTAL UNITS.

1011 129 ORDINANCE AMENDING CODIEIED BOOK, PART II, CHAPTER 173, ARTICLE II, DEFINITIES & WORD USAGE, SECTION 173-7, DEFINITIONS:ARTICLE III, DISTRICT REGULATIONS, SECTION 173-13, LOT & YARD REQUIREMENTS, & ARTICLE IV, GENERALREGULATIONS, SECTION 173-20, ACCESSORY USES IN RESIDENTIAL DISTRICT, TO ADD A DEFINITION FOR REAR LOT LINE & SIDE YARD AND TO PERMIT ACCESSORY BUILDINGS OR USES OF 120 SQ FEET OR LESS WITHIN FIVE FEET OF THW SIDE AND REAR LOT LINES.

1012 131 ordinance t of w amending codified bk of ord, article II,SECTION 173-7 AMEND DEFINITION OF NO-IMPACT HOME-BASED BUSINESS, ARTICLE III, IMPACT HOME-BASED BUSINESS AS A PERMITTED USE & DELETE UNUSED SCHOOL BUILDINGS AS A PERMITTED USE IN ALL RESIDENTIAL ZONING DISTRICTS, SECTION 173-11 CONDITIONAL USE TO ADD SCHOOL BLDGS DISTRICTS, ARTICLE IV,GENERAL REGS, S SECTION 173-22, SPECIAL EXCEPTION USES, TO DELETE PARA J,NO-IMPACT HOME-BASED BUSINESS & ARTICLE VI, COND USES, SECTION 173-49, CRITERIA FOR APPROVAL, TO ADD CRITERIA FIR AOORIVAK OF A SCGOOL BLDG CONVERSION.

1013 135 ORD AMENDING CODIFIED BK OF ORD, PART II, CHAPTER 124, PROPERTY MAINENANCE TOPROVIDE FOR THE ADOPTION OF THE 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE, COPYRIGHT 2009, BY THE INT. CODE COUNCIL, INC.

1014 139 ORDINANCE AMENDING CODIFIED BK OF ORD., CHAPTER 173, ARTICLE II, DEFINITIONS & WORD USAGE, SECTION 173-7,DEFINITIONS,ADDDEFINITIONS FOR THE TERMS NON-CONFORMING STRUCTURE & NON-CONFORMING LOT & DELETE THE DEFINITION OF YARD-SIDE; ARTICLE IV, GENERAL REGS, SECTION 173-14,NON-CONFORMING USES & BUILDINGS TO PROVIDE THAT NORMAL MAINTENANCE OF NON-CONFORMING LAND & BLDGS MAY OCCUR, INCLUDING ANY NECESSARY REPAIRS & ALTERATIONS, WHICHDO NOT ENLARGE OR EXTEND THE NON-CONFORMITY & TO PERMIT THE CONSTRUCTION OR EXTENSION OF BLDGS ALONG NON-CONF. LINES.

1015 141 AN ORDINANCE AMENDING THE W/T CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 117, PARKS & RECREATION AREAS,

section 117-21, FIRES TO CREATE TOBACCO-FREE ZONES AT TOWNSHIP PARKS & PLAYGROUNDS.

1016 143 ORDINANCE AMENDING W/T CODIFIED BOOK OF ORD., PART II, GENERAL LEGISLATION, CHAPTER 156, TAXATION, ARTICLE VIII, TAX NOTICES, DISCOUNTS, PENALTIES & INTEREST, , TO ESTABLISH A POLICY WHEREBY TOWNSHIP SHALL NOT FILE REAL ESTATE TAX LIENS ON PROPERTIES SHERE THE REAL ESTATE TAX OWED IN ANY PARTICULAR YEAR IS ONE-HUNDRED DOLLARS OR LESS.

1017 145 ORDINANCE AUTHORIZING THE TOWNSHIP TO PARTICIPATE IN THE TURTLE CREEK VALLEY C OF G JOINT POLICE TESTING PROGRAM.

1018 147 AN ORDINANCE OF THE TOWNSHIP OF WILKINS, AMENDINGTHE

CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 88, FIRE PREVENTION, TO PROVIDE FOR THE ADOPTION OF THE 2009 EDITION OF THE INTERNATIONAL CODE, COPYRIGHT 2009 BY THE INTERNATIONAL CODE COUNCIL, INCORPORATED AND ADDING AMENDMENTS REGARDING LOCATIONS OF ABOVE GROUND STORAGE TANKS AND FURTHER PROVIDING FOR PENALITIES.

1019 151 MODIFYING AND CHANGING THE CODE OF THE TOWNSHIP BY DELETING CHAPTER 156, TAXATION, AT ARTICLE I, EARNED INCOME TAX; AND BY ADDING A NEW ARTICLE I, EARNED INCOME TAX; LEVYING A TAX ON EARNED INCOME AND NET PROFITS; REQUIRING TAX RETURNS; REQUIRING EMPLOYERS TO WITHHOLD AND REMIT TAX AND RELATED PROVISIONS TO REFLECT THE CHANGES OF ACT 32 EFFECTIVE JANUARY 1, 2012

1020 155 AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MUNICIPALITY OF PENN HILLS FOR THE PURPOSE OF THE DEDICATION OF A DRAINAGE SYSTEM IN ASSOCIATION WITH THE MAPLE LANE AND RODI ROAD TRAFFIC SIGNAL INSTALLATION

1021 157 APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2012 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2012

1022 159 AMENDING ORDINANCE NUMBER 822 OF 1992 AS AMENDED BY ORDINANCE NUMBER 960 OF 2004, DECREASING THE RATES OR CHARGES FOR THE USE OF THE MUNICIPALITY'S SANITARY SEWER SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE FOR SAID RATES OR CHARGES

1023 161 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS AND WORD USAGE SECTION 173-7, DEFINITIONS TO ADD A DEFINITION FOR COMBUSTIBLE LIQUID AND FLAMMABLE LIQUID; AND ARTICLE III, DISTRICT REGULATIONS, SECTION 173-10, PARAGRAPH E, PERMITTED USES IN A MANUFACTURING DISTRICT TO ADD THE STORAGE OF CLASS I FLAMMABLE

LIQUIDS AND CLASS II COMBUSTIBLE LIQUIDS IN ABOVE GROUND TANKS OUTSIDE OF BUILDINGS, AS MORE FULLY DEFINED AND GOVERNED BY WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 88, AS AMENDED BY ORDINANCE NUMBER 1018 OF SEPTEMBER 12, 2011 AS A PERMITTED USE

1024 163 AMENDING ORDINANCE NUMBER 1021, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2012 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND TIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2012

1025 165 ENTERING INTO AN AGREEMENT WITH OTHER MEMBER MUNICIPALITIES OF THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS FOR THE ESTABLISHMENT OF A JOINT UNIFORM CONSTRUCTION CODE BOARD OF APPEALS AS REQUIRED BY THE UNIFORM CONSTRUCTION CODE

1026 167 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE I, SECTION 173-4, ZONING MAP, BY REZONING CERTAIN PROPERTIES ON PENN CENTER BOULEVARD FROM ZONING DISTRICT RESIDENTIAL 4 AND MANUFACTURING 1 TO ZONING DISTRICT COMMERCIAL 1, AND BY REZONING CERTAIN OTHER PROPERTIES ON PENN CENTER BOULEVARD FROM ZONING DISTRICT MANUFACTURING 1 TO ZONING DISTRICT RESIDENTIAL 4

1027 173 DESIGNATING PENNSYLVANIA MUNICIPAL SERVICE COMPANY AS THE COLLECTOR FOR DELINQUENT (2011 TAX YEAR AND PRIOR) EARNED INCOME TAXES AND IMPOSING ON DELINQUENT TAXPAYERS THE OBLIGATION TO PAY REASONABLE COSTS INCURRED BY THE DELINQUENT TAX COLLECTOR FOR COLLECTION OF DELINQUENT TAXES, PENALTIES AND INTEREST

1028 175 ACCEPTING THE DEDICATION OF THAT CERTAIN PUBLIC STREET KNOWN AS VINESEIAN PLACE IN THE SWISS FARM PLAN OF LOTS AS A TOWNSHIP ROADWAY

1029 177 AMENDING ORDINANCE NUMBER 802, ADOPTED OCTOBER 8, 1990; AS AMENDED BY ORDINANCE NUMBER 869, ADOPTED JANUARY 30, 1995 AND AS AMENDED BY ORDINANCE NUMBER 964 ADOPTED JUNE 28, 2004 TO IMPLEMENT UPDATED STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY FEDERAL AND STATE REGULATIONS

1030 197 APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2013 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2013

1031 199 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, §173-7 DEFINITIONS AND WORD USAGE TO ADD DEFINITIONS OF THE TERMS AREAS OF PUBLIC ASSEMBLY, OUTDOOR COMMERCIAL ENTERTAINMENT AND PLACES OF ENTERTAINMENT; AMENDING ARTICLE IV, GENERAL REGULATIONS, §173-23, OFF-STREET PARKING AND LOADING PARAGRAPH A (1) AND ADDING PARAGRAPH C

1032 203 DELETING SECTIONS 173-73 THROUGH 173-95 OF THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE IX, PLANNED RESIDENTIAL DEVELOPMENT

1033 205 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, CHAPTER 65, ANIMALS, ARTICLE II, KEEPING AND POSSESSION REGULATIONS, SECTION 65-18, PROHIBITED ANIMALS, PARAGRAPH Z

1034 207 AMENDING CHAPTER 144 OF THE WILKINS CODIFIED BOOK OF ORDINANCES TO ADD ARTICLE VI, REGULATIONS OF DUMPSTERS IN A PUBLIC RIGHT-OF-WAY

1034 211 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, CHAPTER 33, PERSONNEL, ARTICLE II, LEAVES OF ABSENCE; DISABILITY TO ADD A TRANSITIONAL WORK ASSIGNMENT/MODIFIED DUTY POLICY

1036 215 ESTABLISHING CHAPTER 29, OF PART I, OF THE TOWNSHIP OF WILKINS CODIFIED ORDINANCES, PROVIDING FOR THE ADOPTION OF THE PROVISIONS OF THE

NEIGHBORHOOD BLIGHT RECLMATION AND REVALIZATION ACT, 53 Pa.C.S.A §6101 ET SEQ

1037 217 APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2014 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2014

1038 219 AMENDING ORDINANCE NUMBER 822 OF 1992, AS AMENDED BY ORDINANCE NUMBER 960 OF 2004 AND ORDINANCE NUMBER 1022 OF 2011 INCREASING THE RATES OR CHARGES FOR THE USE OF THE MUNICIPALITY'S SANITARY SEWER SYSTEM AND ESTABLISHING AN EFFECTIVE DATE FOR SAID RATES OR CHARGES

1039 221 AMENDING THE WILKINS 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 THREE AIR MILES OF THE WIKINS TOWNSHIP MUNICIPAL BUILDING

1040 223 AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 124, PROPERTY MAINTENANCE, §124-2, MODIFICATIONS TO STANDARDS, ADDING PARAGRAPH H, REQUIRING THE CLEARING OF SNOW AND ICE FROM SIDEWALKS AND DRIVEWAYS THAT MAY BE USED BY THE GENERAL PUBLIC

1041 225 REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE TOWNSHIP OF WILKINS WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE

1042 253 RESCINDED
INCREASING THE INDEBTEDNESS OF THE TOWNSHIP OF WILKINS, BY THE ISSUE OF A GENERAL OBLICATION NOTE IN THE AMOUNT OF FIVE HUNDRED DOLLARS FOR SANITARY SEWAGE PURPOSES; FIXING THE FORM, NUMBER, DATE, INTEREST, AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTE; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENT; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE NOTE; AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF

1043 257 INCREASING THE INDEBTEDNESS OF WILKINS TOWNSHIP, BY THE ISSUE OF A GUARANTEED REVENUE NOTE IN THE MAXIMUM PRINCIPAL AMOUNT OF $537,000.00 FOR SANITARY SEWAGE UPGRADES AND FIXING THE FORM, DATES, INTEREST, AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTE; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENTATION WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO INCUR AND EXCLUDE ADDITIONAL DEBT OF THE GOVERNMENTAL UNIT; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE NOTE; PROVIDING FOR THE AUTHORIZED SIGNATORIES AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF

1044 263 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 121, PEDDLING AND SOLICITING, SECTION 121-4, APPLICATION, TO ADD REQUIREMENTS FOR TRANSIENT MERCHANTS

1045 265 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES TO ESTABLISH ARTICLE IV, MOBILE HOME PARK PERMITTING AND LICENSING, LOCATED IN PART II, GENERAL LEGISLATION, CHAPTER 124

1046 269 AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES PART II, GENERAL LEGISLATION, CHAPTER 148, SUBDIVISION AND LAND DEVELOPMENT, ARTILCE II, DEFINITIONS, AND ARTICLE VII, MOBILE HOME PARKS AND MOBILE HOMES

1047	273	AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS, ARTICLE III, DISTRICT REGULATIONS, AND ARTICLE VI, CONDITIONAL USES
1048	277	AMENDING THE WILKINS CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 65, ANIMALS, §65-15 PARAGRAPH G, CHAPTER 104, MUNICIPAL BUILDING AND PROPERTY, §104-6, PARAGRAPH F, CHAPTER 117, PARKS AND RECREATION AREAS, §117-22 TO PERMIT THE WALKING OF LEASHED DOGS IN DESIGNATED AREAS OF THE PARKS OF THE TOWNSHIP OF WILKINS AND §117-28, VIOLATIONS AND PENALTIES, TO ADD PENALTIES FOR VIOLATIONS OF THESE PROVISIONS
1049	279	APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2015 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2015
1050	281	AUTHORIZING THE MUNICIPAL MANAGER ON BEHALF OF THE TOWNSHIP OF WILKINS TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT, OR AGREEMENTS WITH OTHER MUNICIPALITIES AND TAXING JURISDICTIONS OF ALLEGHENY COUNTY FOR THE PURPOSE OF FORMING, ESTABLISHING AND JOINING A LAND BANK TO BE KNOWN AS THE TRI-COG LANDBANK
1051	285	CREATING ARTICLE I OF CHAPTER 124 OF THE WILKINS CODIFIED BOOK OF ORDINANCES TO BE ENTITLED "ABANDONED REAL PROPERTY;" PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE; REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS REGULATION, LIMITATION AND REDUCTION OF ABANDONED REAL PROPERTY WITHIN THE TOWNSHIP; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE
1052	293	AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES PART II, GENERAL LEGISLATION, CHAPTER 148, SUBDIVISION AND LAND DEVELOPMENT, ARTICLE II, DEFINITIONS TO ADD DEFINITIONS FOR ABUTTING, NEW DEVELOPMENT AND MAJOR RENOVATION OF INFRASTRUCTURE, AND AMENDING ARTICLE V, GENERAL DESIGN PRINCIPLES AND ARTICLE IV, PLAN REQUIREMENTS
1053	295	AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS, TO ADD DEFINITIONS FOR ABUTTING, NEW DEVELOPMENT AND MAJOR RENOVATION OF INFRASTRUCTURE AND ARTICLE IV, GENERAL REGULATIONS TO ESTABLISH SUBSECTION 26.1

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NUMBER 981

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 168, VEHICLES AND TRAFFIC, SECTION 17, STOP INTERSECTIONS.

WHEREAS, the Board of Commissioners desires to amend the stop intersections as detailed in Chapter 168, Section 17 of the Wilkins Township Codified Book of Ordinances; and

WHEREAS, the Board of Commissioners, at the recommendation of the Chief of Police has determined that certain stop intersections should be eliminated and other stop intersections should be added.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section 1. Chapter 168, Section 17 of the Wilkins Township Codified Book of Ordinances is hereby amended to read:

§168-17. Stop intersections established. [Amended 09/10/07 by Ordinance Number 981] The following intersections located in the township are hereby declared to be stop intersections and official stop signs shall be erected or are hereby confirmed if heretofore erected. All vehicles traveling upon the first named street, upon approaching the second named street shall come to a full stop, at a clearly marked stop line, or if none, before entering a crosswalk on the near side of the intersection or, if none, then, at a point nearest the intersecting roadway where the driver has a view of approaching traffic on the intersecting roadway before entering into the intersection.

If traveling upon:	Stop At:	Direction:
Alpine Boulevard	Greensburg Pike	
Alpine Boulevard	Miller Street	Both
Alpine Boulevard	Stevendale Drive	
Ayers Alley	Negley Avenue	
Baker Street	Lower Rodi Road	
Balint Lane	Brown Avenue	
Beech Street	Washington Street Ext.	
Beech Street Ext.	Saw Mill Run Road	
Boone Alley	Clugston Avenue (upper)	
Boone Alley	Clugston Avenue (lower)	
Braddsley Drive	Penhurst Drive (upper)	
Braddsley Drive	Penhurst Drive (lower)	

If traveling upon:	Stop At:	Direction:
Briaridge Drive	Larchwood	South
Briaridge Drive	Leax Lane	
Briaridge Drive	Tynewood (lower)	Both
Calmont Drive	Thorncrest Drive	
Charnwood Drive	Frazier Drive	
Cherry Way	Wallace Avenue	
Churchill Court	Churchill Road	
Churchill Lane	Coal Street	
Churchill Lane	Negley Avenue	
Churchill Road	Larimer Avenue	
Churchill Road	Penhurst Drive	Both
Cline Street	Greensburg Pike	
Cline Street	Powell Street	South
Cline Street	Wallace Avenue	Both
Clugston Avenue	Highland Avenue	
Coal Street	Meadow Street	
Curry Avenue	Negley Avenue	
Curry Court	Negley Avenue	
Delaney Drive	Dunbar Drive (lower)	South
Delaney Drive	Dunbar Drive (upper)	
Delaney Drive	Kingston Drive	
Delaney Drive	Queenston Drive	Both
Dorothy Street	Greensburg Pike	
Dorothy Street	John Street	Both
Dorothy Street	Peter Street	Both
Dowling Avenue	Elizabeth Street	
Dunbar Drive	Delaney Drive (lower)	
Dunbar Drive	Delaney Drive (upper)	Both
Dunbar Drive	Jefferson Heights Road	
Dunbar Drive	Kingston Drive	Both
Eastmont Park Road	Frazier Drive	
Elizabeth Street	Greensburg Pike	
Elizabeth Street	Lucia Road	
Elizabeth Street	Nanette Drive	Both
Elizabeth Street	Rita Drive (lower)	Both
Elizabeth Street	Rita Drive (upper)	Both
Elizabeth Street	Stevendale Drive	Both
Farnsworth Avenue	Churchill Road	
Farnsworth Avenue	Harrison Road	
Farnsworth Avenue	Patterson Street	Both
Fire Department #4	Frazier Drive	
Frazier Drive	Gilmore Drive	Both
Frazier Drive	Kingston Drive	
Free Lane	Brown Avenue	
Gardenia Drive	Churchill Road	
George Lane	Churchill Road	
George Street	Harrison Road	
Gilchrist Drive	Old Northern Pike	
Gilchrist Drive	Ridgewood Drive	Both
Gilmore Drive	Frazier Drive	
Gilmore Drive	Kingston Drive	
Grayhurst Drive	Harrison Road	
Harrison Road	Churchill Road	
Harrison Road	Farnsworth Avenue	Both

If traveling upon:	Stop At:	Direction:
Harrison Road	Larimer Avenue	
Harrison Road	Patterson Street	East
Hart Drive	Delaney Drive	
Harwick Drive	Penhurst Drive (lower)	
Harwick Drive	Penhurst Drive (upper)	
Hawthorne Drive	Laurel Drive	Both
Hawthorne Drive	Sunset Drive (upper)	
Hawthorne Drive	William Penn Highway	
Heritage Drive	Penhurst Drive	
Hibiscus Drive	Gardenia Drive	
Highland Avenue	Clugston Avenue	Both
Highland Avenue	Mortimer Avenue	Both
Highland Avenue	Negley Avenue	
Ivy Street	Brown Avenue	
Ivy Street	Tongalucas Street	
James Street	George Street	
Jefferson Heights Road	Dunbar Drive	Both
Jefferson Heights Road	Orion Drive	Both
John Street	Dorothy Street	
Kingston Drive	Dunbar Drive	
Kingston Drive	Gilmore/Delaney Drives	Both
Kingston Drive	Frazier Drive	Both
Kingston Drive	Queenston Drive	Both
Larchwood Drive	Briaridge Drive	South
Laurel Drive	Hawthorne Drive	
Laurel Drive	Orion Drive	Both
Laurel Village Drive	Penn Center Boulevard	
Leax Lane	Briaridge Drive	
Lilly Lane	Elizabeth Street	
Lilly Lane	Rita Drive	
Linhart Street	Larimer Avenue	
Lougeay Road	Lower Rodi Road	
Lougeay Road	Old William Penn Highway	
Lucia Road	Roland Road	
Lucinda Drive	Brown Avenue	
McMasters Avenue	Larimer Avenue	
McMasters Avenue	Rebecca Avenue	Both
McMasters Avenue	Semmens Street	Both
Miller Street	Alpine Boulevard	Both
Miller Street	Elizabeth Street	
Mortimer Avenue	Highland Avenue	
Mortimer Avenue	Saw Mill Run Road	Both
Mortimer Avenue	Spur Road	Both
Moss Street	Brown Avenue	
Nanette Street	Elizabeth Street	
Nanette Street	Rita Drive	
Negley Avenue	Churchill Road	Both
Negley Avenue	Highland Avenue	North
Negley Avenue	Rebecca Avenue	Both
Negley Avenue	Semmens Street	Both
No Name Alley	Beaver Street	
Old Northern Pike	Gilchrist Drive	
Old Northern Pike	Old William Penn Highway	

If traveling upon:	Stop At:	Direction:
Orion Drive	Laurel Drive	
Orion Drive	Sunset Drive	
Patterson Street	Harrison Road	
Peffer Road	Gardenia Drive	
Peffer Road	Sawmill Run Road	
Penhurst Drive	Braddsley Drive (lower)	Both
Penhurst Drive	Braddsley Drive (upper)	Both
Penhurst Drive	Churchill Road	
Penhurst Drive	Harrison Road	
Penhurst Drive	Harwick Drive (lower)	Both
Penhurst Drive	Harwick Drive (upper)	Both
Penhurst Drive	Heritage Drive	Both
Penhurst Drive	Radcliffe Drive	Both
Penn Center Boulevard	Building #2	North
Penn Center Boulevard	Building #7	Both
Penn Center Boulevard	Laurel Village Entrance	Both
Penn Center Boulevard	Lower Rodi Road	
Peter Street	Dorothy Street	
Pine Tree Drive	Vineseian Place	
Powell Street	Cline Street	
Powell Street	Greensburg Pike	
Queenston Drive	Delaney Drive	
Queenston Drive	Kingston Drive	
Radcliff Drive	Harwick Drive	
Radcliff Drive	Penhurst Drive	
Railroad Street	Larimer Avenue	
Rebecca Avenue	McMasters Avenue	
Ridge Street	Cline Street	Both
Ridge Street	Greensburg Pike	
Ridgecrest Drive	Lougeay Road	
Ridgewood Drive	Gilchrist Drive	Both
Rita Drive	Elizabeth Street (lower)	
Rita Drive	Elizabeth Street (upper)	
Rita Drive	Stevendale Drive	Both
Roland Road	Brown Avenue	
Roland Road	Stevendale Drive	
Russell Lane	Brown Avenue	
Saw Mill Run Road	Mortimer Avenue	
Semmens Street	McMasters Avenue	East
Spur Road	Beaver Street	
Stevendale Drive	Alpine Boulevard	Both
Stevendale Drive	Elizabeth Street	Both
Stevendale Drive	Rita Drive	
Stevendale Drive	Roland Road	Both
Straley Lane	Brown Avenue	
Sunset Drive	Hawthorne Drive (lower)	Both
Sunset Drive	Hawthorne Drive (upper)	
Sunset Drive	Old William Penn Highway	
Sunset Drive	Orion Drive	Both
Sylvia Lane	Old William Penn Highway	
Thomas Lane	George Lane	
Thompson Street	Rebecca Avenue	Both
Thompson Street	Semmens Street	
Thompson Run Road	Lower Rodi Road	
Thorncrest Drive	Calmont Drive	Both
Thorncrest Drive	Hawthorne Drive	

If traveling upon:	Stop At:	Direction:
Tynewood Drive	Briaridge (lower)	
Tynewood Drive	Briaridge (upper)	
Upper Mortimer Avenue	Clugston Avenue	
Vineseian Place	Churchill Road	
Wallace Avenue	Cline Street	
Wallace Avenue	Powell Street	
Wallace Avenue	Ridge Street	Both
Washington Avenue	Brown Avenue	
Washington Avenue Extension	Hazel Street	
Wilbur Avenue	Ivy Street	

Section 2. **Repealer.** All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 3. **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, sections 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 4. **Effective Date.** This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 10th day of September, 2007, at a duly assembled public meeting.

ATTEST: **WILKINS TOWNSHIP**

Rebecca Bradley
Rebecca Bradley, Manager

Sylvia J. Martinelli
Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NUMBER 982

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE I, SECTION 173-4, ZONING MAP, TO CHANGE THE ZONING OF LOT/BLOCK NUMBERS 542-F-50 AND 542-B-70 FROM 3 RESIDENTIAL TO COMMERCIAL.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, have adopted a Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners has received a request to rezone certain parcels known as 542-F-50 and 542-B-70 in the Allegheny County Tax Assessment records, comprised of approximately six (6) acres, located at 3455 William Penn Highway as more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Allegheny County Department of Economic Development and the Wilkins Township Planning Commission have reviewed the amendment and provided comments; and

WHEREAS, THE Township has held a public hearing as required by the Municipalities Planning Code, as amended, to consider comments and testimony regarding this amendment.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted that the Wilkins Township Board of Commissioners adopt the following as a map amendment to the Wilkins Township Zoning Ordinance Map to include Lot/Block Numbers 542-F-50 and 542-B-70 within the C-1 Zoning District. The official Zoning map of the Township of Wilkins shall be revised to show Lot/Block Numbers 542-F-50 and 542-B-70 as C-1 Zoning District.

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

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,

sections 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.

Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 10th day of September, 2007, at a duly assembled public meeting.

ATTEST: **WILKINS TOWNSHIP**

Rebecca Bradley

Rebecca Bradley, Manager

Sylvia J. Martinelli

Sylvia J. Martinelli, President

EXHIBIT "A"
LEGAL DESCRIPTION
PROPOSED ZONING PARCEL
BEING PART OF LANDS OF
NATIONAL AMUSEMENTS, INC.
DBV 6436 PAGE 269
BLOCK 542-F LOT 50

All that certain proposed zoning parcel of land situate in Wilkins Township, Allegheny County, Pennsylvania described as follows:

BEGINNING at a point on the westerly right-of-way line of Kingston Drive common with the southeast corner of Lot 2 in the Eastmont Plan No. 1 recorded in Plan Book Volume 50 pages 3 and 4; thence from said point of beginning along the westerly line of Kingston Drive South 02°42'03" East, 74.51 feet to the existing boundary line of zoning districts R-3 Residential to the north and Commercial to the south; thence through lands of National Amusements, Inc. recorded in Deed Book Volume 6436 page 269 and being Block 542-F Lot 50 along the above referenced zoning boundary line North 85°32'53" West, 737.38 feet to the easterly line of Eastmont Plan No. 9 recorded in Plan Book Volume 67 pages 46-49; thence along the easterly line of said Eastmont Plan No. 9 the following two courses: North 09°51'00" West, 388.56 feet; and by a curve to the left concave to the west, radius 1175.00 feet, an arc distance of 308.39 feet having a chord bearing and distance of North 17°22'08" West, 307.51 feet to the southwest corner of lands of the Township of Wilkins recorded in Deed Book Volume 11356 page 279 and being Block 544-N Lot 100; thence along the southerly line of said lands of the Township of Wilkins North 66°45'02" East, 239.16 feet to the westerly line of the Eastmont Plan No. 7 recorded in Plan Book Volume 52 pages 44-47; thence along the westerly line of said Eastmont Plan No. 7 the following two courses: South 23°14'58" East, 366.73 feet; and by a curve to the left concave to the east, radius 800.00 feet, an arc distance of 116.05 feet having a chord bearing and distance of South 27°24'18" East, 115.94 feet; thence continuing along Eastmont Plan No. 7 and said Eastmont Plan No. 1 South 31°33'38" East, 373.57 feet; thence continuing along said Eastmont Plan No. 1 by a curve to the left concave to the north, radius 2446.09 feet, an arc distance of 276.71 feet having a chord bearing and distance of North 89°02'06" East, 276.56 feet to the point of beginning.

Having an area of 290,923 square feet or 6.00 acres.

See Exhibit "B" attached.

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
JOSEPH DUGANICH
LAND SURVEYOR
34190-E

N:\PROJ\395\395-01\docs\Legal Descr\LD National Amusements.doc

N/F
TOWNSHIP OF WILKINS
DBV. 11356 PG. 279
BLOCK 541-N LOT 100

N 66°45'02" E
239.16'

CD=807.51'
A=308.39'
R=1175.00'
CB=N 17°22'08" W

EASEMENT PLAN NO. 9
PBV. 57 PGS. 46-49

S 23°14'58" E
366.73'

EASEMENT PLAN NO. 7
PBV. 52 PGS. 44-47

GILMORE DRIVE

R=800.00'
A=116.05'
CB=S 27°24'18" E
CD=115.94'

LANDS OF
NATIONAL AMUSEMENTS, INC.
TO BE REZONED
BEING PART OF
DBV. 6436 PG. 269
BLOCK 542-F LOT 50
AREA=
260,928 SQ. FT.
16.00 ACRES

N 09°51'00" W
388.58'

S 31°33'38" E
373.57'

N/F
NATIONAL AMUSEMENTS, INC.
DBV. 5814 PG. 149
BLOCK 542-B LOT 70

R-3 RESIDENTIAL
COMMERCIAL

N 85°32'53" W
737.38'

CB=N 89°02'06" E
R=2446.09'
CD=276.56'
A=276.71'

50' R/W

EASEMENT PLAN NO. 1
PBV. 50 PGS. 3 & 4

LEGAL DESCRIPTION
P.O.B.

1 STORY
BRICK & FRAME
BLDG.

1 STORY
CONC. BLOCK
BUILDING

S 02°42'03" E
74.51'

KINGSTON DRIVE 60' R/W

LANDS OF
NATIONAL AMUSEMENTS, INC.
DBV. 6436 PG. 269
BLOCK 542-F LOT 50

COMMONWEALTH OF PENNSYLVANIA
REGISTERED PROFESSIONAL
JOSEPH DUGANICH
LAND SURVEYOR
34196-E

0' 100' 200'

EXHIBIT "B"

Lennon, Smith, Souleret
Engineering, Inc.
846 4th Avenue
Coraopolis, Pennsylvania 15108
Phone: 412-264-4400
Fax: 412-264-1200
email: info@lsse.com

Scale: 1"=100'		
Drwn By:	Chkd By:	Appd By:
Filename: ZONING EXHIBIT.dwg		
Date: July 12, 2007		

PROPOSED ZONING PARCEL
Lands Of
NATIONAL AMUSEMENTS, INC.
Situate In
Wilkins Township, Allegheny County, Pennsylvania

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 983

LOCAL SERVICES TAX ORDINANCE

AN ORDINANCE OF THE COMMISSIONERS OF THE TOWNSHIP OF WILKINS ENACTING A TAX FOR GENERAL REVENUE PURPOSES IN THE AMOUNT OF FIFTY-TWO DOLLARS ($52.00) PER YEAR UPON THE PRIVILEGE OF ENGAGING IN AN OCCUPATION WITHIN THE LIMITS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA; SAID TAX TO BE PAID BY ANY INDIVIDUAL EXERCISING SUCH PRIVILEGE; EXEMPTING THEREFROM INIDIVIDUALS DERIVING LESS THAN TWELVE THOUSAND DOLLARS ($12,000.00) PER YEAR, OR IF SAID INDIVIDUALS ARE UNDER EIGHTEEN (18) YEARS OF AGE; PROVIDING FOR ITS COLLECTION; IMPOSING ON EMPLOYERS THE DUTY OF COLLECTING SAID TAX FROM EVERY INDIVIDUAL IN THEIR EMPLOY SUBJECT TO SAID TAX COLLECTOR; CONFERRING AND IMPOSING POWERS AND DUTIES OF ADMINISTRATION ON THE TAX COLLECTOR; AND IMPOSING PENALITES FOR THE VIOLATION THEREOF.

BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania and it is hereby resolved by the authority of the same as follows:

SECTION 1. DEFINITIONS. The following words and phrases, when used in this Ordinance shall have the meaning ascribed to them in this section, except where the context or language clearly indicates or requires a different meaning:

a "Individual" shall mean any person, male or female, who attains or is over the age of eighteen (18) years on the first day of January, engaged in any occupation, trade, or profession within the limits of the Township of Wilkins.

b "Occupation" shall mean any trade, profession, business or undertaking of any type, kind or character, including services, domestic or other, carried on or performed within the limits of the Township of Wilkins, for which compensation is charged or received by means of salary, wages, commissions or fees for services rendered.

c "Employer" shall mean an individual, partnership, association, corporation, governmental body, agency or other entity employing one (1) or more persons on a salary, wage, commissions, or other compensation basis, including a self-employed person.

d "Tax" shall mean the Local Services Tax in the amount of Fifty-Two Dollars ($52.00) levied by this Ordinance.

e "Local Services Tax Officer" or "Officer" shall mean the person, public employee, or private agency designated by the Township of Wilkins to collect and administer the Local Services Tax hereby imposed.

f "Fiscal Year" shall mean the Twelve Month (12) Period beginning January 1 and ending December 31.

g "District" shall mean the area within the limits and jurisdiction of the Township of Wilkins, Allegheny County, Pennsylvania.

h "He," "His," or "Him" shall mean and indicate the singular and plural number, as well as male, female and neuter gender.

SECTION 2. LEVY. The Township of Wilkins hereby levies and imposes on each individual engaged in any occupation within the territorial limits of the Township of Wilkins during this fiscal year and each fiscal year thereafter, an Local Services Tax. This tax is an addition to all other taxes of any kind or nature heretofore levied by the Township of Wilkins, provided that all individuals deriving less than Twelve Thousand Dollars ($12,000.00) per year from all sources of income shall be exempt from the Local Services Tax hereby levied. The Local Service Tax in the amount as herein levied is due in its entirety to the Township of Wilkins and is not subject to sharing with the Woodland Hills School District.

SECTION 3. AMOUNT OF TAX. Beginning with the first day of January, each occupation as herein before defined, engaged in within the limits of the Township of Wilkins shall be subject to an Local Services Tax in the amount of Fifty-Two Dollars ($52.00) per annum, said tax to be paid by the individual so engaged.

SECTION 4. DUTY OF EMPLOYERS. Each employer within the Township of Wilkins, as well as, those employers situated outside the Township of Wilkins, is hereby charged with the duty of collecting from each of his employees engaged by him, and performing for him within the Township of Wilkins, the said tax of Fifty-Two Dollars ($52.00) per annum, and making a return and payment thereof to the Occupation Tax Officer. Further, each employer may not deduct more than One Dollar ($1.00) per week from Employees salary, wages, or commission, and whether or not part or all such services are performed within the Township of Wilkins. Each employer shall deduct said tax over the course of the year as set forth in Section 6, herein, unless the tax has previously been withheld from the employee in the fiscal year by the employer or the employee provides verification to the employer that the tax has previously been withheld for a like amount in the fiscal year. In the event the tax has been withheld in an amount less than the rate of tax herein levied, then, in such event, the employer shall deduct an amount equal to the difference between the amount previously withheld in such fiscal year and the tax herein levied by the Township of Wilkins.

SECTION 5. RETURNS. Each employer shall prepare and file a return showing a computation of the tax on forms to be supplied by the Tax Officer. It is further provided that if the employer fails to file said return, and pay said tax, whether or not he make collection thereof

from the salary, wages or commissions paid by him to said employee, the employer shall be responsible for the payment of the tax in full as though the tax had originally been levied against him. The failure to receive notice shall not relieve the employer or any person subject to this Ordinance from the withholding or payment of any taxes imposed by the Township of Wilkins, and such employer or taxpayer as the case may be shall be charged with the taxes as though he had received notice.

SECTION 6. DATES FOR DETERMINING TAX LIABILITY AND PAYMENT. For each fiscal year, each employer shall use his employment records from January 1 to March 31, in conjunction with his employment records from April 1 to June 30, in conjunction with his employment records from July 1, to September 30, in conjunction with his employment records from October 1, to December 31, for determining the number and names of those employees from whom the said tax shall be deducted and paid over to the Local Services Tax Officer. Payment of said tax when applicable by the aggregate earnings of an employee shall be made by the employer to the Local Services Tax Officer on or before the last day of April, July, October and January for each year this tax is in force. Except that where the Employer has in their possession LOCAL SERVICES TAXES in excess of Five Hundred Dollars ($500.00) then, in such an event the taxes shall be forwarded to the designated officer Thirty (30) days after the end of the month the tax was withheld and in no event beyond the estimated due dates, whichever first occurs.

SECTION 7. INDIVIDUALS ENGAGED IN MORE THAN ONE (1) OCCUPATION. Each individual who shall have more than One (1) Occupation within the Township of Wilkins shall be subject to the payment of this tax on his principal occupation, and his principal employer shall deduct this tax and deliver to him evidence of deduction on a form to be furnished by the employer and acceptable to the Officer, which form shall be evidence of deduction having been made, and when presented to any other employer shall be authority for such other employer to not deduct this tax from the employee's wages. However, the name of such employee shall be included in a quarterly return of the employer to the Local Services Tax Officer by setting forth the name and address of such employee, and the name, address and account number of the employer who actually deducted this tax.

SECTION 8. SELF-EMPLOYED INDIVIDUALS. All self-employed individuals who perform services of any kind or type, engaged in any occupation or profession

within the Township of Wilkins shall be required to comply with this Ordinance and pay the tax to the Officer, on or before April 30 of the fiscal year, or thirty (30) days after the month as he is engaged in an occupation subjecting him to the tax, and in no event after the designated due dates as set forth in Section 6, herein whichever first occurs. The failure to receive notice shall not relieve any person subject to this Ordinance from the payment of any taxes imposed by the Township of Wilkins, and such taxpayer shall be charged with the taxes as though he had received notice.

SECTION 9. EMPLOYERS AND SELF-EMPLOYED INDIVIDUALS RESIDING BEYOND THE LIMITS OF THE TOWNSHIP OF WILKINS. All employers and self-employed individuals residing and having their place of business outside the Township of Wilkins, but who perform services of any type or kind, or engage in any occupation or profession within the Township of Wilkins, are by virtue thereof bound by and subject to the provisions, penalties and regulations promulgated under this Ordinance with the same force and effect as though they were residents of the Township of Wilkins. Further, any individual engaged in an occupation within the Township of Wilkins, and an employee of a non-resident employer may, for the purpose of this Ordinance by considered a self-employed person, and in the event this tax is not paid, the Township of Wilkins shall have the option of proceeding against either the employer or employee for the collection of this tax as hereinafter provided. Each such employer and individual as the case may be shall be subject to the provisions of this Ordinances as it applies to payment, reporting and any other applicable provision of this Ordinance.

SECTION 10. ADMINISTRATION OF TAX.

a It shall be the duty of the Local Service Tax Officer to accept and receive payments of this tax and to keep a record thereof showing the amount received by him for each employer or self-employed person, together with the date the tax was received.

b The Local Services Tax Officer is hereby charged with the administration and enforcement of this Ordinance, and is hereby charged and empowered to prescribe, adopt, and promulgate Rules and Regulations relating to any matter pertaining to the administration and enforcement of this Ordinance, including provisions for the examination of the payroll records of any employer subject to this Ordinance, the examination and correction of any return made in compliance with this Ordinance, and any payment alleged or found to be incorrect or to which overpayment is claimed or found to have occurred. Any person aggrieved by any decision of the Local Services Tax Officer shall have the right to appeal in accordance with the provisions of the Local Taxpayers Bill of Rights or to the court of competent jurisdiction, as in other cases provided.

c The Local Services Tax Officer is hereby authorized to examine the books and payroll of any employer in order to verify the accuracy of any return made by an employer, or if no

return was made, to ascertain the tax due. Each employer is hereby directed and required to give the Local Services Tax Officer the means, facilities and opportunity to examine such books and payroll of the employer, and to ascertain the tax due, if any.

SECTION 11. SUITS FOR COLLECTION.

a In the event that any tax under this Ordinance remains due or unpaid for Thirty (30) Days after the due date above set forth, the Local Services Tax Officer may sue for the recovery of any such tax due or unpaid under this Ordinance, together with interest and penalty.

b If said tax is not paid when due, interest at the rate of Six Percent (6%) per annum shall be calculated, beginning with the due date of said tax, and a penalty of Ten Percent (10%) shall be added to the flat rate of said tax for the non-payment thereof. Where suit is brought for the recovery of this tax, the individual liable therefore shall, in addition, be responsible and liable for the costs of collection and reasonable attorney fees.

SECTION 12. FINE AND PENALTY. Whoever makes false and untrue statements on any return required by this Ordinance, or who refuses inspection of the books, records and accounts in his custody and control setting forth the number of employees in his employment subject to this tax, or whoever fails or refuses to file any return required by this Ordinance shall upon conviction before any District Magistrate, be sentenced to pay a fine of not more than Five Hundred Dollars ($500.00) and costs for each offense, and in default of the payment of said fine and costs, be imprisoned in the Allegheny County Jail for a period not exceeding Thirty (30) Days for each offense. It is further provided that the action to enforce the fine and penalty herein provided may be instituted against any person in charge of the business of any employer who has failed or refused to file a return required by this Ordinance.

SECTION 13. VALIDITY. Provisions of this Ordinance shall be severable and if any of its provisions shall be held invalid or unconstitutional, the decision of the Court to this effect shall not affect or invalidate any of the remaining provisions. It is hereby declared to be the legislative intent of the Board of Commissioners of the Township of Wilkins that this Ordinance would have been adopted if such illegal, invalid or unconstitutional provisions had not been included herein.

SECTION 14. SAVING CLAUSE.

a Nothing contained in this Ordinance shall be construed to empower the Township of Wilkins to levy and collect the tax hereby imposed on any occupation not within the taxing power of the Township of Wilkins under the Constitution of the United States and the laws of the Commonwealth of Pennsylvania.

b If the tax hereby imposed under the provisions of this Ordinance shall be held by any court of competent jurisdiction to be in violation of the Constitution of the United States or of the laws of the Commonwealth of Pennsylvania, as to any individual, the decision of the Court shall not affect the right to impose or collect said tax, or the validity of the tax so imposed on other persons or individuals as herein provided.

SECTION 15. The tax herein imposed and the Ordinance herein enacted is in pursuance of authority granted by the provisions of the Local Tax Enabling Act approved by the General Assembly of the Commonwealth of Pennsylvania December 31, 1965, as amended.

SECTION 16. All Ordinances or parts of Ordinances inconsistent herewith be and the same hereby are repealed.

ORDAINED AND ENACTED into law this 17th day of December, 2007.

ATTEST: TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

Sylvia Martinelli, Chairperson

TOWNSHIP OF WILKINS

ORDINANCE NO. 984

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2008 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2008.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2008 is $4,698,242.

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2008 Budget Summary Expenses (General Fund)

General Government	$752,800.00
Public Safety	$1,888,400.00
Sanitation	$344,200.00
Public Works	$1,211,642.00
Recreation	$65,900.00
Debt Service	$ 0.00
Intergovernmental	$5,000.00
Refunds	$10,300.00
Interfund Transfers	$420,000.00
Total Expenses	**4,698,242.00**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2008 as follows:

1. Tax rate for general revenue purposes, the sum of 4.513 mills on each dollar of assessed valuation, or the sum of .4513 cents on each one hundred ($100) dollars of assessed valuation.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied

by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2008.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 17th day of December, 2007

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley
Manager

Sylvia Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 985

VERIZON FRANCHISE AGREEMENT

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND VERIZON PENNSYLVANIA, INCORPORATED.

WHEREAS, pursuant to Title VI of the Communications Act (See 47 U.S.C. §601 et seq.), the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, Wilkins Township in Allegheny County is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Verizon of Pennsylvania, Inc., ("Verizon") is upgrading its existing telecommunications system under Title II of the Communications Act (see 47 U.S.C. §201 et seq.) and has applied for a non-exclusive cable franchise from the Township to operate a cable system under Title VI of the Communications Act (see 47 U.S.C. §521 et seq.); and

WHEREAS, Verizon is in the process of installing a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Township for transmission of non-cable service pursuant to authority granted by the Commonwealth of Pennsylvania; and

WHEREAS, the FTTP Network will occupy the public rights-of-way within the Township, and Verizon desires to use portions of the FTTP Network once installed to provide cable services in the Township; an

WHEREAS, the Township desires to protect and manage the public rights-of-way, require high standards of customer service, receive financial compensation for Verizon's use of the public rights-of-way as provided by federal law, obtain complimentary services for its public buildings, obtain educational and governmental channels, establish certain reporting requirements, and provide for the future cable-related needs of its residents; and

WHEREAS, the Township has determined Verizon to be financially, technically and legally qualified to operate the cable system to provide cable services; and

WHEREAS, the Township has determined that the public interest would be served by granting a franchise to Verizon according to the terms and conditions contained in the Cable Franchise Agreement (the "Agreement") negotiated with representatives of Verizon.

NOW THEREFORE, BE IT ENACTED AND ORDAINED by the Wilkins Township Board of Commissioners as follows:

SECTION 1. Grant of Franchise; Execution of Franchise Agreement.

The Township hereby grants Verizon a non-exclusive cable franchise subject to and in accordance with the terms and conditions of the Agreement. A copy of the Agreement is attached hereto and made a part hereof as Exhibit A.

SECTION 2. Other Franchises Unaffected.

Nothing in this Ordinance, including the Agreement, shall alter the terms of any other franchise previously granted by the Township, each of which shall remain in effect according to their particular terms and conditions.

SECTION 3. Severability.

If any section, subsection, sentence, clause, phrase or word of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not render this Ordinance invalid.

ENACTED AND ORDAINED this 17th day of December, 2007.

ATTEST:

WILKINS TOWNSHIP BOARD OF COMMISSIONERS

Rebecca Bradley, Manager

Sylvia Martinelli, President

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF WILKINS

AND

VERIZON PENNSYLVANIA INC.

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THIS CABLE FRANCHISE AGREEMENT (the "Franchise" or "Agreement") is entered into on this 17th day of December, 2007 (the "Effective Date" as set forth in Section 2.3) by and between the TOWNSHIP OF WILKINS, Allegheny County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the "Local Franchising Authority" or "LFA"), and VERIZON PENNSYLVANIA INC., a corporation duly organized under the applicable laws of the Commonwealth of Pennsylvania (the "Franchisee").

WHEREAS, the Franchisee is upgrading its existing telecommunications system under Title II of the Communications Act (*see* 47 U.S.C. § 201 *et seq.*) and is applying for a non-exclusive cable franchise agreement from LFA to operate a Cable System under Title VI of the Communications Act (*see* 47 U.S.C. § 521 *et seq.*);

WHEREAS, the LFA wishes to grant the Franchisee a nonexclusive franchise to construct, install, maintain, extend, and operate a Cable System in the Township as designated in this Franchise;

WHEREAS, the Franchisee is a "cable operator" and LFA is a "local franchising authority" in accordance with Title VI of the Communications Act (*see* 47 U.S.C. § 522(5), (10)) and the LFA is authorized to grant one or more nonexclusive cable franchises pursuant to applicable state law;

WHEREAS, the Franchisee is in the process of installing a Fiber to the Premise Telecommunications Network ("FTTP Network") in the Township for the transmission of Non-Cable Services pursuant to authority granted by the Commonwealth of Pennsylvania;

WHEREAS, the FTTP Network will occupy the Public Rights-of-Way within the LFA, and the Franchisee desires to use portions of the FTTP Network once installed to provide Cable Services in the Township;

WHEREAS, the LFA desires to protect and manage the Public Rights-of- Way, require high standards of customer service, receive financial compensation for Franchisee's use of the Public Rights-of-Way as provided by federal law, obtain complimentary services for its public buildings, obtain educational and governmental channels, establish certain reporting and record access requirements, and provide for the future cable-related needs of its residents;

WHEREAS, the LFA has determined the Franchisee to be financially, technically, and legally qualified to operate the Cable System to provide Cable Services;

WHEREAS, the LFA has determined that the grant of a nonexclusive franchise to the Franchisee is consistent with the public interest; and

WHEREAS, the LFA and the Franchisee have reached agreement on the terms and conditions set forth herein, and the parties have agreed to be bound by those terms and conditions.

NOW, THEREFORE, in consideration of the LFA's grant of a franchise to the Franchisee, the Franchisee's promise to provide Cable Service to residents of the Service Area of the LFA pursuant to and consistent with the Communications Act (as hereinafter defined),

pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

1. **DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that Franchisee shall make available to LFA without charge for educational or governmental use for the transmission of video programming as directed by LFA.

1.2 *Additional Service Area:* Shall mean any such portion of the Service Area added pursuant to Section 3.1.3 of this Agreement.

1.3 *Affiliate:* Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.4 *Basic Service:* Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.5 *Cable Service* or *Cable Services:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), which currently states: "the one-way transmission to Subscribers of video programming or other programming service, and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service."

1.6 *Cable System* or *System:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), which currently states "a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any Public Rights-of-Way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of this Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621(c)) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility systems." The Cable System shall be limited to the optical spectrum wavelength(s), bandwidth, or future technological capacity that is used for the transmission of Cable Services directly to Subscribers within the Township and shall not include the tangible network facilities of a

common carrier subject in whole or in part to Title II of the Communications Act or of an Information Services provider.

1.7 *Channel:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), which currently states "a portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel (as television channel is defined by the FCC by regulation)."

1.8 *Communications Act*: The Communications Act of 1934, as amended.

1.9 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of Franchisee's Cable System or cable operations.

1.10 *Control:* The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee's affairs.

1.11 *Customer Service Standards:* The standards for customer service as set forth in Exhibit C.

1.12 *Educational Access Channel*: An Access Channel available for the use of the local schools in the Township.

1.13 *EG*: Educational or Governmental.

1.14 *Extended Service Area*: The portion of the Township as set forth in Section 3.1.2 and outlined in Exhibit B.

1.15 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Fiber to the Premise Telecommunications Network* ("*FTTP Network*"): The Franchisee's network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act, and provides Cable Services from the operation of a Cable System.

1.17 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to the following: severe or unusual weather conditions, labor strikes, slowdowns, stoppages, and lockouts, war or act of war (whether an actual declaration of war is made or not), insurrection, riots, act of public enemy, including terrorist attacks, orders of the government of the United States or the Commonwealth of Pennsylvania (including condemnation to the extent not foreseeable), accidents for which the Franchisee is not responsible, fire, flood, or other acts of God, or work delays caused by waiting for utility providers to service or monitor utility poles to which the Franchisee's FTTP Network is attached, and unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of Franchisee to foresee or control.

1.18 *Franchisee:* Verizon Pennsylvania Inc., and its lawful and permitted successors, assigns, and transferees.

1.19 *Government Access Channel*: An Access Channel available for the use of LFA for governmental purposes.

1.20 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Township, including, but not limited to:

(1) Basic Service fees;
(2) fees charged to Subscribers for any service tier other than Basic Service;
(3) fees charged for premium services;
(4) fees charged to Subscribers for any optional, per-channel or per-program services;
(5) revenue from the provision of any other Cable Services;
(6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
(7) fees for downgrading any level of Cable Service programming;
(8) fees for service calls;
(9) fees for leasing of channels;
(10) rental of any and all equipment, including digital video recorders, converters and remote control devices;
(11) advertising revenues as set forth herein;
(12) revenue from the sale or rental of Subscriber lists;
(13) revenues or commissions from home shopping channels subject to Section 1.20.5 below;
(14) fees for music services that are Cable Services over the Cable System;
(15) fees for video-on-demand;
(16) revenue from sales of program guides;
(17) late payment fees;
(18) NSF check charges;
(19) franchise fees for the provision of Cable Services over the Cable System in the Township; and
(20) Foregone revenue that Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value consistent with 1.20.8.

Advertising commissions paid to independent third parties shall not be deducted from advertising revenue included in Gross Revenue. Advertising revenue is based upon the ratio of the number of Subscribers as of the last day of the period for which Gross Revenue is being calculated to the number of Franchisee's subscribers within all areas covered by the particular advertising source as of the last day of such period. By way of illustrative example, Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. Franchisee has 100 Subscribers in LFA, 500 subscribers in Pennsylvania, and 1000 subscribers nationwide. Gross Revenue as to LFA from Ad "A" is 10% of Franchisee's revenue therefrom. Gross Revenue as to LFA from Ad "B" is 20% of Franchisee's revenue.

Gross Revenue shall not include:

1.20.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.20.2 Bad debts written off by the Franchisee in the normal course of its business, provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

1.20.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services, including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that are classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.20.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.20.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person, including without limitation, employees of the Franchisee and public institutions or other institutions designated in the Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barters, services, or other items of value shall be included in Gross Revenue;

1.20.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.20.10 Program launch fees;

1.20.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.20.12 Any fees or charges collected from Subscribers or other third parties for any EG grant.

1.21 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. §153(20).

1.22 *Initial Service Area*: The portion of the Township as set forth in Section 3.1.1 and outlined in Exhibit B.

1.23 *Internet Access*: Dial-up or broadband access service that enables Subscribers to access the Internet.

1.24 *Local Franchise Authority (LFA)*: The Township of Wilkins or the lawful successor, transferee, or assignee thereof.

1.25 *Non-Cable Services*: Any service that is not a Cable Service as defined herein, including, but not limited to, Information Services and Telecommunications Services.

1.26 *Normal Business Hours:* Those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and some weekend hours. *See* C.F.R. § 76.309(c)(4)(i).

1.27 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. *See* 47 C.F.R. § 76.309(c)(4)(ii).

1.28 *Person*: An individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

1.29 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may thereafter exist, which are under the jurisdiction or control of the LFA. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other nonwire communications or broadcast services.

1.30 *Service Area*: All portions of the Township where Cable Service is being offered, including the Initial Service Area, Extended Service Area and any Additional Service Areas.

1.31 *Service Date*: The date that the Franchisee first provides Cable Service on a commercial basis directly to multiple Subscribers in the Township. The Franchisee shall memorialize the Service Date by notifying the LFA in writing of the same, which notification shall become a part of this Franchise.

1.32 *Service Interruption:* The loss of picture or sound on one or more cable channels.

1.33 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee's express permission.

1.34 *Telecommunications Facilities*: The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.35 *Telecommunication Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(46).

1.36 *Title II*: Title II of the Communications Act, Common Carriers, as amended, which governs the provision of Telecommunications Services.

1.37 *Title VI*: Title VI of the Communications Act, Cable Communications, as amended, which governs the provision of Cable Services by Franchisee.

1.38 *Township:* The incorporated area (entire existing territorial limits) of LFA and such additional areas as may be included in the corporate (territorial) limits of the LFA during the term of this Franchise.

1.39 *Transfer of the Franchise*:

1.39.1 Any transaction in which:

1.39.1.1 an ownership or other interest in the Franchisee is transferred, directly or indirectly, from one Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.39.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or concern is if significant change of ownership.

1.39.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.39.2 However, notwithstanding subsections 1.38.1.1, 1.38.1.2, and 1.38.1.3, a *Transfer of the Franchise* shall not include transfer of an ownership or other interest

in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in the Franchise or the rights held by the Franchisee under the Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.40 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), which currently states programming provided by, or generally considered comparable to programming provided by a television broadcast station.

2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS

2.1 *Grant of Authority*: Subject to the terms and conditions of this Agreement and applicable laws and regulations, the LFA hereby grants the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Township. No privilege or power of eminent domain is bestowed or waived by this grant; nor is such a privilege or power bestowed or waived by this Agreement.

2.2 *LFA's Regulatory Authority*: The parties recognize that Franchisee's FTTP Network is being constructed and will be operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of LFA over Franchisee's Telecommunications Facilities is governed by federal and state law, and LFA will not assert jurisdiction over Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621 of the Communications Act, 47 U.S.C. § 541, LFA's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of Franchisee's FTTP Network to the extent the FTTP Network is constructed, installed, maintained, or operated for the purpose of upgrading and/or extending Verizon's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit the existing regulatory authority LFA has under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on December 17, 2007 (the "Effective Date"). The term of this Franchise shall be ten (10) years from the Effective Date until December 17, 2017 unless the Franchise is earlier revoked as provided herein.

2.4 *Grant Not Exclusive:* The Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the LFA reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use themselves, at any time during the term of this Franchise. Any such rights that are granted shall not adversely impact the authority as granted under this Franchise and shall not interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.5 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.6 *No Waiver*:

2.6.1 The failure of the LFA on one or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the LFA, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.6.2 The failure of the Franchisee on one or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance of this Agreement, nor shall it excuse the LFA from performance, unless such right or performance has been specifically waived in writing.

2.7 *Construction of Agreement*:

2.7.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.7.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 Communications Act, 47 U.S.C. § 545.

2.7.3 Should any change to federal or state law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for Franchisee to continue the provision of Cable Services in the Township, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the LFA of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.8 *Police Powers*: Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the LFA. However, if the reasonable, necessary, and lawful exercise of the police power results in any material alteration of the terms and conditions of this Franchise, making it commercially impracticable for Franchisee to continue providing Cable Services in the LFA pursuant to this Agreement, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee of the material alteration. Any modification to this Franchise shall be in writing. If the parties cannot reach agreement on the above-referenced modification to the Franchise, then the Franchisee may terminate this Agreement without further obligation to the LFA or, at the Franchisee's option, the parties agree to submit the matter to binding

arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

3. PROVISION OF CABLE SERVICE

3.1 *Service Area*:

3.1.1 *Initial Service Area*: The Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas of the Initial Service Area and may make Cable Service available to businesses in the Initial Service Area within thirty-six (36) months of the Effective Date of this Franchise and shall offer Cable Service to all residential areas in the Initial Service Area within six (6) years of the Effective Date of the Franchise, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by LFA; (C) in areas where developments or buildings are subject to claimed exclusive arrangements with other providers; (D) in areas, developments, or buildings where the Franchisee cannot access under reasonable terms and conditions after good faith negotiation; (E) in areas, developments, or buildings where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis; and (F) in areas where the occupied residential household density does not meet the density requirements set forth in subsection 3.1.1.1.

3.1.1.1 *Density Requirement:* The Franchisee shall make Cable Services available to residential dwelling units in all areas of the Township where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should through new construction, an area within the Township meet such density requirements after the time stated for providing Cable Service as set forth in subsections 3.1.1 and 3.1.2 respectively, the Franchisee shall provide Cable Service to such area within six (6) months after receiving notice from the LFA that such density requirements have been met.

3.1.2 *Extended Service Area*: Franchisee shall offer Cable Service to significant numbers of Subscribers in residential areas of the Extended Service Area and may make Cable Service available to businesses in the Extended Service Area, within five (5) years following the Effective Date, and shall offer Cable Service to all residential areas in the Extended Service Area within ten (10) years following the Effective Date, subject to the conditions of subsection 3.1.1 above and the other terms set forth herein; provided, however, that the Extended Service Area may be modified in whole or in part by the Franchisee on thirty (30) days' notice to the LFA.

3.1.3 *Additional Service Areas*: Except for the Initial Service Area and any Extended Service Area, the Franchisee shall not be required to extend its Cable System or to provide Cable Services to any other areas within the Township during the term of this Franchise or any Renewals thereof. If the Franchisee desires to add Additional Service Areas within the Township, the Franchisee shall notify the LFA in writing of such Additional Service Area at least ten (10) days prior to providing Cable Services in such areas.

3.2 *Availability of Cable Service*: The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred for residential dwelling unit connections that exceed two hundred (200) feet and actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.3 *Cable Service to Public Buildings*: Subject to Section 3.1, Franchisee shall provide, without charge within the Service Area, Basic (or equivalent) Service to the following:

3.3.1 Each municipal building, fire station, police station, public works facility, parks and recreation facility, water treatment plant, and public library in the Township, as designated in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such building.

3.3.2 Each public and non-public school in the Township that (a) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq. and (b) is considered a Non-public, Non-Licensed Schools under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6702-6721, as designated in Exhibit A; provided, however, that if it is necessary to extend Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school, the LFA shall have the option either of paying Franchisee's direct costs for such extension in excess of two hundred (200) feet, or of releasing Franchisee from the obligation to provide service to such school.

3.3.3 Franchisee shall be permitted to recover, from any school or other municipal building owner entitled to free service, the direct cost of installing, when requested to do so, more than one outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed. Cable Service may not be resold or otherwise used in contravention of Franchisee's rights with third parties respecting programming provided that the Franchisee has made the LFA aware of those rights with respect to third parties.

3.3.4 In addition to the locations designated in Exhibit A, Franchisee shall provide, without charge, within the Township, up to one (1) service outlet activated for Basic Service to four (4) additional new municipal buildings over the life of the contract at a location as mutually agreed upon by the parties subject to all conditions set forth in this Section 3.3.

3.3.5 Notwithstanding the foregoing, Franchisee shall not be required to provide Cable Service to any building set forth in Exhibit A until a reasonable period of time after Franchisee serves the applicable portion of the Township with its Title II FTTP Network, and the applicable wire center serving such building is video enabled.

4. SYSTEM FACILITIES

4.1 *Technical Requirement:* Franchisee shall operate, maintain, construct and extend the Cable System so as to provide high quality signals and reliable delivery of one-way and two-way Cable Services for all cable programming services throughout the LFA. The Cable System shall meet or exceed any and all applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania, to the extent not in conflict with federal law and regulations, as determined by a final order of a court of competent jurisdiction.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The System shall be designed and constructed with an initial analog and digital carrier passband between 50 and 860 MHz.

4.2.2 The System shall be designed, constructed and maintained as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.3 *Interconnection:* The Franchisee shall design its Cable System so that it may be interconnected with other cable systems in the Township. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *Emergency Alert System*: The Franchisee shall comply with the Emergency Alert System ("EAS") requirements of the FCC in order that emergency messages may be distributed over the System.

5. EG SERVICES

5.1 *EG Set Aside; Interconnection:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, Franchisee shall reserve on the Basic Service Tier capacity for the use of one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, "EG Channels") for exclusive use by the Township or its designee. The LFA will comply with all laws and regulations related to use of the EG Channels. The parties agree that Franchisee shall retain the right to utilize all such reserved EG Channel capacity during the Term of this Franchise until such time as LFA elects to utilize an EG Channel for educational and/or governmental purposes and/or if LFA ceases to use the Access Channel(s) during the term of this Agreement.

5.1.2 LFA may activate the reserved EG Channels by providing Franchisee with written notice one hundred twenty (120) days prior to the date it intends to activate an EG Channel. Such notice shall authorize Franchisee to transmit the EG Channel within and outside the LFA. Thereafter, Franchisee shall assign the EG Channel on its channel line-up on the Basic Service Tier. LFA shall have complete control over the content, scheduling, and administration of the EG Channel and may delegate such functions, or a portion of such functions, to an appropriate designee. Franchisee shall neither exercise nor attempt to exercise any editorial control over EG Channel programming.

5.1.3 Following receipt of LFA's notice of activation of an EG Channel as set forth above, Franchisee shall use reasonable efforts to interconnect its Cable System with the existing cable operator(s). After receiving such notice of activation, Franchisee shall initiate interconnection negotiations with the existing cable operator(s) to cablecast, on a live basis, EG Access programming consistent with this Franchise. Interconnection may be accomplished by direct cable, microwave link, satellite, or other reasonable method of connection. Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement. Franchisee shall negotiate in good faith with existing cable operator(s) respecting reasonable, mutually convenient, cost-effective, and technically viable interconnection points, methods, terms, and conditions. LFA shall support and encourage good faith negotiations between Franchisee and existing cable operator(s) for interconnection of the existing cable operator(s)' cable system(s) with the Cable System on reasonable terms and conditions. Franchisee and the existing cable operator(s) shall negotiate the precise terms and conditions of an interconnection agreement.

5.1.4 If the procedures of Section 5.1.3 do not result in interconnection of Franchisee's Cable System with the existing cable operator(s)' for purposes of providing the reserved EG Channel(s), LFA may require Franchisee to provide a video link, no earlier than twelve (12) months upon receipt of the LFA's notice to activate the EG Channel(s) pursuant to Section 5.1.2, without charge to LFA, to a mutually agreeable location for the Educational Access Channel and to a mutually agreeable location for the Government Access Channel within LFA where the reserved EG Channel(s) programming are originated for the purpose of cablecasting EG Channel programming. Notwithstanding the foregoing, Franchisee shall not be obligated to provide LFA with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming. Also notwithstanding the foregoing, Franchisee shall not be required to provide a video link to any location until no earlier than twelve (12)months after Franchisee serves the applicable portion of the Township with its Title II FTTP Network, and the applicable wire center serving such location is video enabled.

5.1.5 In the event that direct connection occurs pursuant to Section 5.1.4, Franchisee shall be responsible for maintaining a direct video link to the above locations set forth in Section 5.1.4; provided, however, LFA is responsible for providing Franchisee with access to these locations and access to the EG equipment within those locations. LFA shall provide to Franchisee from these locations a video signal and signal feeds that share a EG Access Channel. LFA shall be responsible for ensuring that the signal feeds are properly connected to the correct EG Access Channel for distribution to Subscribers. Franchisee, upon receipt of a video signal from the locations set forth in Sections 5.1.4, shall provide, install, and maintain in good working

order the equipment and the fiber necessary for transmitting the signal to the channel aggregation site for further processing for distribution to Subscribers. Franchisee's obligations with respect to such upstream transmission equipment and facilities shall be subject to the availability, without charge to Franchisee, of suitable required space, environmental conditions, electrical power supply, access, pathway, and such cooperation of the LFA as is reasonably necessary for Franchisee to fulfill such obligations. If access is unavailable, or if LFA is unable to provide a video signal, or if Franchisee is denied access to existing EG equipment, LFA is solely responsible for bringing the EG Channel(s) video signal to Franchisee's Cable System at a mutually-agreeable location.

5.2 *EG Grant:*

5.2.1 Franchisee shall provide a grant to the Township, or its designee (as evidenced by appropriate resolution) a lump sum grant (the "EG Grant") and an annual grant (the "Annual EG Grant") as set forth below.

5.2.2 The EG Grant provided by Franchisee hereunder shall be the sum of three thousand three hundred forty-five dollars and forty-four cents ($3,345.44) payable six (6) months from the Effective Date of this Agreement.

5.2.3 The Annual EG Grant provided by the Franchisee hereunder shall be the sum of six cents (6¢), per month, per Subscriber in the Service Area to the Franchisee's Basic Service Tier. The Annual EG Grant payment, along with a brief summary of the Subscriber information upon which it is based, shall be delivered to the LFA within sixty (60) days after the beginning of each calendar year during the Franchise Term. Calculation of the Annual EG Grant will commence with the first calendar month during which the Franchisee obtains its first Subscriber in the Service Area.

5.2.4 The parties agree that if the Township has not duly approved, executed, and delivered the Agreement to Franchisee by December 18, 2007, the Township shall forfeit and no longer be entitled to the EG Grant or the Annual EG Grant above, and the aggregate amount of the EG Grant shall be reduced accordingly.

5.2.5 Upon request by Franchisee, LFA shall provide Franchisee with a complete accounting of the distribution of funds granted pursuant to this Section 5.2.

5.3 *Indemnity for EG*: LFA shall require all local producers and users of any of the EG facilities or Channels to agree in writing to authorize Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless Franchisee and LFA, from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims for failure to comply with applicable federal laws, rules, regulations, or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity, which results from the use of an EG facility or

Channel. LFA shall establish rules and procedures for use of EG facilities, consistent with, and as required by, 47 U.S.C. § 531.

5.4 *Recovery of Costs*: To the extent permitted by federal law, the Franchisee shall be allowed to recover the costs of the EG Grant, the Annual EG Grant, or any other costs arising from the provision of EG services from Subscribers and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, Franchisee may externalize, line-item, or otherwise pass-through interconnection costs to Subscribers. Once Franchisee has recovered the entire amount of the EG Grant or any other costs arising from the provision of EG Services, it shall cease recovering those costs as a separately billed item on Subscribers' bills.

6. FRANCHISE FEES

6.1 *Payment to the Township:* The Franchisee shall pay to the LFA a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) per year of the amount of franchise fee revenue due to the LFA. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, and shall be refunded any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable.

6.2 *Supporting Information:* Each franchise fee payment shall be accompanied by a brief report that provides a line item for every source of revenue received and the amount of revenue received from each source and is verified by a financial manager of Franchisee.

6.2.1 *Limitation on Franchise Fee Actions*: The parties agree that the period of limitation for recovery of any franchise fee payable hereunder shall be five (5) years from the date on which payment by the Franchisee is due.

6.3 *Audits*:

6.3.1 LFA may audit or conduct a franchise fee review of Franchisee's books and records no more than once every three (3) years during the Term. All records reasonably necessary for any such audit shall be made available by Franchisee to LFA. Franchisee shall provide copies of such records to LFA upon written request.

6.3.2 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that Franchisee underpaid the franchise fees by five percent (5%) or more, then Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to three thousand dollars ($3,000).

6.3.3 If the results of an audit indicate an underpayment of franchise fees, Franchisee shall remit such underpayment within forty-five (45) days; provided, however, that Franchisee shall be required to remit underpayments to LFA together with interest at five percent (5%) of the amount correctly due from the date such underpayment would have been due.

6.4 *Bundled Services*: If Cable Services subject to the franchise fee required under this Article 7 are provided to Subscribers in conjunction with Non-Cable Services, the franchise fee shall be applied only to the value of the Cable Services, as reflected on the books and records of the Franchisee in accordance with FCC or state public utility regulatory commission rules, regulations, standards, or orders and generally accepted accounting principles and applicable laws and regulations.

7. CUSTOMER SERVICE

Customer Service Requirements are set forth in Exhibit C, which shall be binding on the parties. Such Requirements may be amended by written consent of the parties.

8. REPORTS AND RECORDS

8.1 *Open Books and Records*: Upon thirty (30) days' written notice to the Franchisee, the LFA shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Township at any time during Normal Business Hours, as are reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of the Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the LFA. The books and records to be made available for inspection by LFA shall be made available for inspection at a location in the western region of the Commonwealth of Pennsylvania mutually agreed upon by the parties. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than five (5) years. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating this Agreement or to the provision of Cable Service in the Township. If the Franchisee claims any information to be proprietary or confidential, it shall provide an explanation as to the reason it is claimed to be confidential or proprietary. The LFA shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required*: The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of five (5) years after receipt by the Franchisee. Complaints recorded will not be limited to complaints requiring an employee service call;

8.2.2 Records of outages for a period of five (5) years after occurrence, indicating date, duration, area, and the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of five (5) years after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), and the date and time service was provided, and (if different) the date and time the problem was resolved;

8.2.4 Records of installation/reconnection and requests for service extension for a period of five (5) years after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended; and

8.2.5 A map showing the area of coverage for the provisioning of Cable Services and estimated timetable to commence providing Cable Service.

9. INSURANCE AND INDEMNIFICATION

9.1 *Insurance*:

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise Term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance in the amount of three million dollars ($3,000,000) combined single limit for property damage and bodily injury. Such insurance shall cover the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the LFA.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars ($1,000,000) combined single limit for bodily injury and property damage coverage.

9.1.1.3 Workers' Compensation Insurance meeting all legal requirements of the Commonwealth of Pennsylvania.

9.1.1.4 Employers' Liability Insurance in the following amounts: (A) Bodily Injury by Accident: one hundred thousand dollars ($100,000); and (B) Bodily Injury by Disease: one hundred thousand dollars ($100,000) employee limit; five hundred thousand dollars ($500,000) policy limit.

9.1.2 The LFA shall be designated as an additional insured under each of the insurance policies required in this Article 10 except Worker's Compensation and Employer's Liability Insurance.

9.1.3 The Franchisee shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Agreement.

guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the LFA, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

A copy of notices required in this Subsection 9.E. will be given to the LFA at least fifteen (15) days prior to distribution to Subscribers if the reason for notice is due to a change that is within the control of the Franchisee and as soon as possible if not within the control of the Franchisee.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Notices of changes of Cable Services and/or Channel locations shall include a description of the new Cable Service, the specific channel location, and the hours of operation of the Cable Service if the Cable Service is only offered on a part-time basis. In addition, should the channel location, hours of operation, or existence of other Cable Services be affected by the introduction of a new Cable Service, such information must be included in the notice.

H. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.

SECTION 10: PRIVACY

The Franchisee shall protect and abide by the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. The Franchisee shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations.

9.1.4 Each of the required insurance policies shall be with sureties qualified to do business in the Commonwealth of Pennsylvania, with an A- or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the LFA Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification*:

9.2.1 The Franchisee agrees to indemnify, save and hold harmless, and defend the LFA, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the LFA shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, attorneys' fees, expert fees, court costs and all other costs of such indemnification. The LFA shall give the Franchisee timely written notice of LFA's request for indemnification within (a) thirty (30) days of receipt of a claim or action pursuant to this subsection or within (b) ten (10) days following service of legal process on LFA or its designated agent of any action related to this subsection. Notwithstanding the foregoing, the Franchisee shall not indemnify the LFA for any damages, liability, or claims resulting from the willful misconduct or negligence of the LFA, its elected and appointed officials, officers, agents, employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the LFA by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the LFA, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the LFA from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense, provided however, that after consultation with the LFA, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement includes the release of the LFA, and the LFA does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the LFA shall in no event exceed the amount of such settlement.

10. **TRANSFER OF FRANCHISE**

10.1 *Transfer:* Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable regulations, no Transfer of the Franchise shall occur without the prior consent of the LFA, provided that such consent shall not be unreasonably conditioned. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by assignment of any rights, title, or interest of the Franchisee in the Franchise or Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.39 above.

Franchisee shall make written application to the LFA of any Transfer and shall provide information required by FCC Form 394 and any other applicable federal and state statutes and regulations regarding transfer or assignment. The LFA shall have one hundred twenty (120) days from the receipt of FCC Form 394 to take action on the Transfer application. Any consent by the LFA for any Transfer shall not be effective until the proposed transferee or assignee shall have executed a legally binding document stating that it shall be bound by all the terms and conditions contained in this Agreement.

11. RENEWAL OF FRANCHISE

11.1 The LFA and the Franchisee agree that any proceedings undertaken by the LFA that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

12. ENFORCEMENT AND TERMINATION OF FRANCHISE

12.1 *Notice of Non-Compliance*: If at any time the LFA believes that Franchisee has not complied with the terms of the Franchise, the LFA shall informally discuss the matter with Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the LFA shall then notify Franchisee in writing of the exact nature of the alleged noncompliance (for purposes of this Article, the "Noncompliance Notice"). If the LFA does not notify Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the LFA hereunder or pursuant to applicable law. Notwithstanding the foregoing, Franchisee shall not be prohibited from raising any applicable defenses under the law.

12.2 *Franchisee's Right to Cure or Respond*: Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the LFA in writing, if Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the LFA of the steps being taken and the date by which they are projected to be completed. Upon cure of any noncompliance, the LFA shall provide written confirmation that such cure has been effected.

12.3 *Public Hearing*: In the event that Franchisee fails to respond to the Noncompliance Notice pursuant to the procedures required by Section 12.2, or in the event that the alleged noncompliance is not cured within thirty (30) days or the date projected pursuant to Section 12.2(iii) above, if LFA seeks to continue its investigation into the alleged noncompliance, then Franchisee may request a public hearing. If such a hearing is scheduled, LFA shall provide Franchisee at least thirty (30) days prior written notice of such public hearing, which will specify the time, place, and purpose of such public hearing, and provide Franchisee the opportunity to be heard.

12.4 *Liquidated Damages:* After the time period set forth in Sections 12.1-12.3 above, in the event that LFA finds that an alleged noncompliance continues to exist and that Franchisee has not corrected the same in a satisfactory manner or has not diligently pursued correction of such violation, Franchisee agrees that LFA may recover liquidated damages from

Franchisee in the amounts set forth below following the notice and opportunity to cure provisions set forth in Sections 12.1-12.3 above. Notwithstanding the foregoing, if Franchisee disputes the assessment of any liquidated damages hereunder, Franchisee may request and LFA agrees to schedule a public hearing with regard to such dispute. Following the notice and opportunity to cure periods in Sections 12.1-12.3 above, LFA shall provide Franchisee with written notice that it intends to elect the liquidated damage remedies set forth herein. If LFA elects to recover liquidated damages for any item set forth in this Section 12.4 (including customer service violations), LFA agrees that such recovery shall be its exclusive remedy for the time period in which liquidated damages are assessed; provided, however, once LFA has ceased to assess its liquidated damages remedy as set forth in Section 12.4.2, it may pursue other available remedies.

12.4.1 Pursuant to Section 12.4, the following monetary damages shall apply:

For failure to provide Cable Service as set forth in Sections 3.1-3.3	$100 per day for each day the violation continues;
For failure to maintain the FCC technical standards as set forth in Section 4	$100 per day for each day the violation continues;
For failure to provide EG Services to the community specified in Section 5.1	$100/day for each day the violation continues;
For failure to permit a franchise fee audit within forty-five (45) days of a request as set forth in Section 6.3	$100/day for each day the violation continues;
For failure to provide LFA with any reports records required by the Agreement within the time period required	$100/day for each day the violation continues;
For failure to meet customer service requirements with regard to Sections 2, 3, and 4 of the Customer Service Standards set forth in Section 7	$300 for each quarter in which such standards were not met;
For failure to carry the insurance specified in Section 9.1.1	$100/day for each day the violation continues; and
For a Transfer specified in Section 10 without required approval	$100/day for each day the violation

continues

12.4.2 The amount of all liquidated damages per annum shall not exceed twelve thousand dollars ($12,000) in the aggregate. With respect to the damages assessed pursuant to 12.4.1, all similar violations or failures from the same factual events affecting multiple subscribers shall be assessed as a single violation, and a violation or a failure may only be assessed under any one of the above-referenced categories. Violations or failures shall not be deemed to have occurred or commenced until they are not cured as provided in Section 12.

12.5 *Revocation:* Should LFA seek to revoke this Agreement after following the procedures set forth above in this Article, including any public hearing described in Section 12.3,and LFA chooses not to impose liquidated damages or ceases to impose liquidated damages, LFA shall give written notice to Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event LFA has not received a satisfactory response from Franchisee, it may then seek termination of the Agreement at a second public hearing. LFA shall cause to be served upon Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Agreement.

12.5.1. At the designated public hearing, Franchisee shall be provided a fair opportunity for full participation, including the rights to be represented by legal counsel, to introduce relevant evidence, to require the production of evidence, to request the relevant testimony of the officials, agents, or employees of LFA, to compel the testimony of other persons as permitted by law, and to question and/or cross examine witnesses. A complete verbatim record and transcript shall be made of such hearing.

12.5.2. Following the public hearing(s), Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to LFA in writing, and thereafter LFA shall determine (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by Franchisee. LFA shall also determine whether it will revoke the Franchise based on the information presented or, in the discretion of LFA, grant additional time to Franchisee to effect any cure. If LFA determines that it will revoke the Franchise, LFA shall promptly provide Franchisee with a written determination setting forth LFA's reasoning for such revocation. Franchisee may appeal such written determination of LFA to an appropriate court of competent jurisdiction, which will have the power to review the determination of the LFA consistent with applicable law. Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

12.5.3. LFA may, at its sole discretion, take any lawful action that it deems appropriate to enforce LFA's rights under the Agreement in lieu of revocation of the Franchise.

12.6 *Franchisee Termination:* The Franchisee shall have the right to terminate this Franchise and all obligations hereunder within ninety (90) days after the end of three (3)

years from the Service Date of this Franchise, if at the end of such three (3) year period the Franchisee does not then in good faith believe it has achieved a commercially reasonable level of Subscriber penetration on its Cable System making it commercially impracticable for Franchisee to continue to provide Cable Service in the Township. The Franchisee may consider Subscriber penetration levels outside the Township in this determination. Notice to terminate under this Section 12.6 shall be given to the LFA in writing, with such termination to take effect no sooner than one hundred and twenty (120) days after giving such notice. The Franchisee shall also be required to give its then current Subscribers not less than ninety (90) days' prior written notice of its intent to cease Cable Service operations.

13. MISCELLANEOUS PROVISIONS

13.1 *Actions of Parties*: In any action by the LFA or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance*: This Agreement shall bind and benefit the parties hereto and their respective heirs, beneficiaries, administrators, executors, receivers, trustees, successors, and assigns. This Agreement is authorized by Ordinance No.985 dated December 17, 2007 of the Wilkins Township Board of Commissioners.

13.3 *Preemption:* In the event that federal or state law, rules, or regulations preempt a provision or limit the enforceability of a provision of this Agreement, the provision shall be read to be preempted to the extent, and for the time, but only to the extent and for the time, required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the LFA.

13.4 *Force Majeure*: The Franchisee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure.

13.5 Furthermore, the parties hereby agree that it is not the LFA's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers or the LFA, or where strict performance would result in practical difficulties and hardship being placed upon the Franchisee that outweigh the benefit to be derived by the LFA and/or Subscribers.

13.6 *Notices:* Unless otherwise expressly stated herein, notices required under the Franchise shall be mailed first class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.6.1 Notices to the Franchisee shall be mailed to:

President
Verizon Pennsylvania Inc.
1717 Arch Street, Floor 17
Philadelphia, PA 19103

13.6.2 with a copy to:

Senior Vice President and General Counsel
Video Services
Verizon Telecom
One Verizon Way
Room VC43E010
Basking Ridge, NJ 07920-1097

13.6.3 Notices to the LFA shall be mailed to:

Municipal Building
110 Peffer Road
Turtle Creek, PA 15145

13.7 *Entire Agreement*: This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the LFA and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the LFA that conflict with the provisions of this Agreement are superseded by this Agreement.

13.8 *Amendments:* Amendments to this Agreement shall be mutually agreed to in writing by the parties.

13.9 *No Third Party Beneficiaries*: Except as expressly provided in this Agreement, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.10 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.11 *Severability*: If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

13.12 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.13 *Modification:* This Franchise shall not be modified except by written instrument executed by both parties.

13.14 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of the Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the LFA or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI or EG requirements set out in this Agreement.

[SIGNATURE PAGES FOLLOW]

AGREED TO THIS 17th DAY OF DECEMBER, 2007.

TOWNSHIP OF WILKINS

By: Rebecca Bradley

Print: Rebecca Bradley

Title: Manager

VERIZON PENNSYLVANIA INC.

By: _____
William Petersen
President, Verizon Pennsylvania Inc.

FORM APPROVED
Attorney_____
Date_____

EXHIBITS

Exhibit A: Municipal Buildings to be Provided Free Cable Service

Exhibit B: Initial and Extended Service Area

Exhibit C: Customer Service Standards

WILKINS TOWNSHIP

EXHIBIT A

PUBLIC BUILDINGS TO BE PROVIDED FREE CABLE SERVICE[1]

Municipal Building
110 Peffer Road
Turtle Creek, PA 15145

Rescue One (WHEMS)
8 Vine Alley
Pittsburgh, PA 15221

Volunteer Fire Department #1
Railroad Street
Turtle Creek, PA 15145

Volunteer Fire Department #3
110 Powell Street
East Pittsburgh, PA 15112

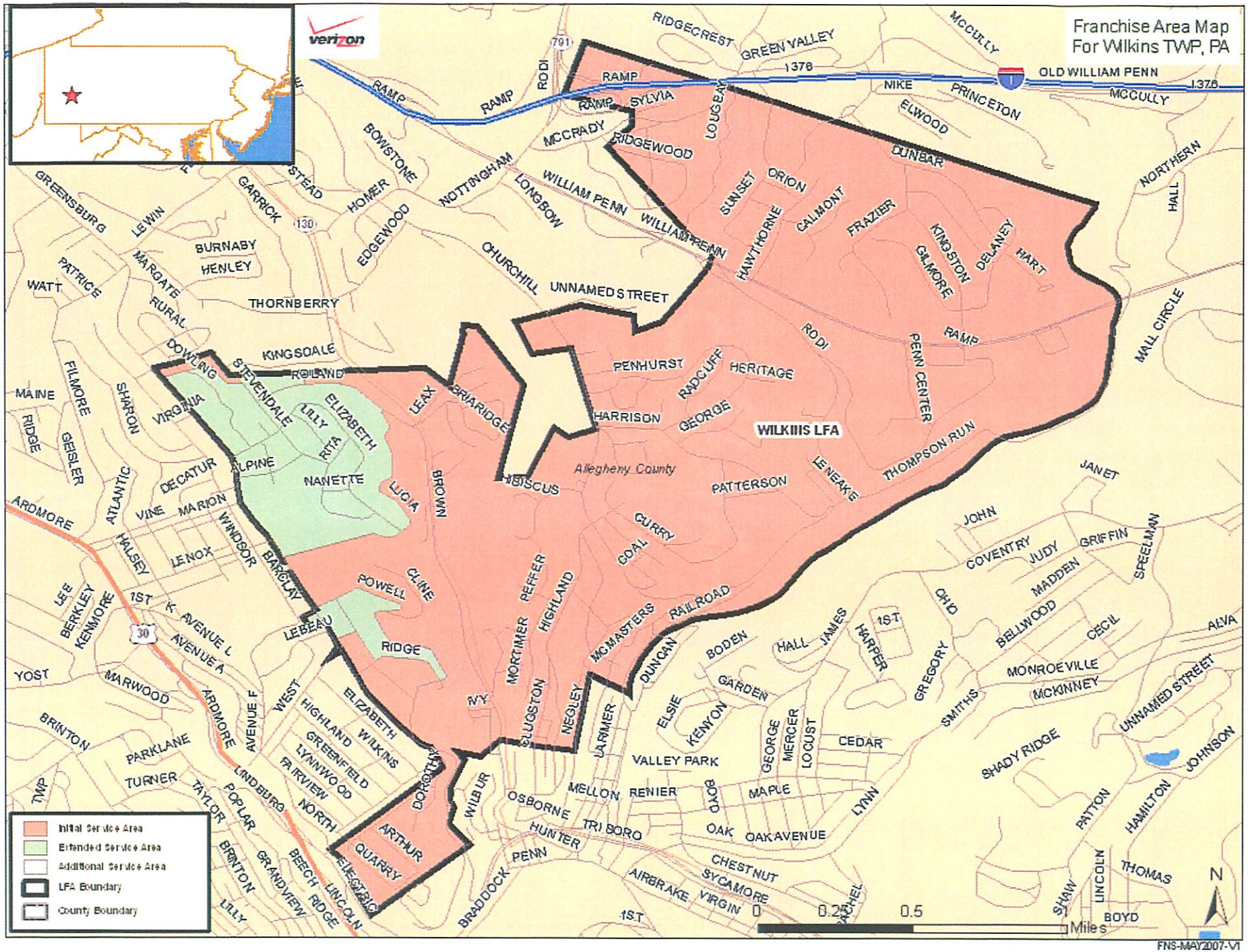
Volunteer Fire Department #4
Frazier Street
Pittsburgh, PA 15235

[1] In addition to the locations designated in Exhibit A, in the event that the LFA activates EG Channel(s) pursuant to Section 5, Franchisee shall provide, without charge, within the LFA, up to one (1) service outlet activated for Basic Service at the location where EG programming is originated, subject to all conditions set forth in Section 3.3.

EXHIBIT B

INITIAL AND EXTENDED SERVICE AREAS

The initial and extended service areas are shown in the map set forth below.



FNS-MAY2007-V1

EXHIBIT C

CUSTOMER SERVICE STANDARDS

These standards shall, starting six (6) months after the Service Date, apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Township.

SECTION 1: DEFINITIONS

A. Respond: The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. Significant Outage: A significant outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Service Area.

C. Service Call: The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. Standard Installation: Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

SECTION 2: TELEPHONE AVAILABILITY

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers in the Township and/or residents regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to customer telephone inquiries during Normal Business Hours. Such representatives must be available to respond to Service Interruptions twenty-four (24) hours a day, seven (7) days a week, and other inquiries at least forty five (45) hours per week. The Franchisee representatives shall identify themselves by name when answering this number.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g. administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may use an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU") to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three times, if customers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from customers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation. Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of complaints indicates a clear failure to comply.

SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS

A. All installations will be in accordance with the rules of the FCC, the National Electric Code, and the National Electrical Safety Code, including but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the customer's premises or within seven (7) business days after an order is placed if the ONT is already installed on the customer's premises.

The Franchisee shall meet this standard for ninety five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding customer requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the customer's premises.

C. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hours scheduled time block during Normal Business Hours. At Franchisee's discretion, Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES

A. The Franchisee shall promptly notify the LFA of any Significant Outage of the Cable Service.

B. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the LFA and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the System between 12.01 a.m. and 6 a.m. which may interrupt service, and this Section's notice obligations respecting such possible interruptions will be satisfied by notice provided to Subscribers upon installation and in the annual Subscriber notice.

C. The Franchisee representatives who are capable of responding to Service Interruptions must be available to Respond twenty-four (24) hours a day, seven (7) days a week.

D. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problems within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the LFA of a Cable Service problem and shall diligently pursue to completion.

E. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

F. The Franchisee shall meet the standard in Subsection E of this Section for ninety percent (90%) of the Service Calls it completes, as measured on a quarterly basis.

G. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the LFA of such a change at least thirty (30) days in advance of any implementation.

H. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber(s) current monthly bill. In order to qualify for the credit, the

Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

I. Under Normal Operating Conditions, if a Significant Outage affects all Video Programming Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in the amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in the amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on Subscriber billing statements within the next available billing cycle following the outage.

J. With respect to service issues concerning cable services provided to LFA facilities, Franchisee shall Respond to all inquiries from LFA within four (4) hours and shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, Franchisee shall notify LFA in writing as to the reason(s) for the delay and provide an estimated time of repair.

SECTION 5: CUSTOMER COMPLAINTS

A. Under Normal Operating Conditions, the Franchisee shall investigate Subscriber complaints referred by the LFA within seventy-two (72) hours. The Franchisee shall notify the LFA of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial complaint. The LFA may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section, "resolve" means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber's complaint and advise the Subscriber of the results of that investigation.

SECTION 6: BILLING

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of mailing of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

(1) The Subscriber pays all undisputed charges;

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date; and

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute.

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing complaints received from Subscribers within five (5) business days of receipt of the complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the LFA upon request.

G. The LFA hereby requests that the Franchisee omit the LFA's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

SECTION 7: RATES, FEES, AND CHARGES

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to a situation in which the Subscriber reconnects Franchisee equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

SECTION 8: DISCONNECTION /DENIAL OF SERVICE

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee mails a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be mailed to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Service Interruption was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services, refusal to pay any required deposit, theft of Cable Service, damage to the Franchisee's equipment, abusive and/or threatening behavior toward the Franchisee's employees or representatives, or refusal to provide credit history information or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers outside the office of the Franchisee shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable effort to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section shall be by either:

(1) A separate document included with a billing statement or included on the portion of the monthly bill that is to be retained by the Subscriber; or

(2) A separate electronic notification.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including channel line-ups. Such notice must be given to Subscribers and the LFA a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the LFA including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Section if within the control of the Franchisee:

(1) Products and Cable Service offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 986

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING CHAPTER 173, ARTICLE 1- GENERAL PROVISIONS, SECTION 173-7 DEFINED TERMS TO INCLUDE THE DEFINITION OF OFFICES-BUSINESS, MEDICAL AND PROFESSIONAL, SPECIALTY RETAIL AND METHADONE CLINIC, DAYCARE CENTER AND FAMILY DAYCARE HOME; ARTICE III – DISTRICT REGULATIONS, SECTION 173-8 ZONING DISTRICTS TO PROVIDE FOR A R-C-1, RESIDENTIAL COMMERCIAL DISTRICT; SECTION 173-11-CONDITIONAL USES TO PROVIDE FOR THE USE OF A CHURCH, DAYCARE CENTER AND DAYCARE HOME IN THE R-C-1 ZONING DISTRICT; ARTICLE IV, GENERAL REGULATIONS, SECTION 173-23 OFF STREET PARKING REQUIREMENTS TO INCLUDE PARKING REQUIREMENTS IN AN R-C-1 ZONING DISTRICT; ARTICLE V – SECTION 173-35 TO INCLUDE USES PERMITTED IN THE R-C-1 ZONING DISTRICT; CHAPTER 173, ARTICLE I, SECTION 173-4 – ZONING MAP TO AMEND THE WILKINS TOWNSHIP ZONING MAP TO INCLUDE THE R-C-1 ZONING DISTRICT.

WHEREAS, the Board of Commissioners of the Township of Wilkins is desirous of amending its Zoning Ordinance to comply with community development objectives which are the basis for the Townships comprehensive plan as adopted and amended by the governing body; and

WHEREAS, the Board of Township Commissioners is desirous of establishing a Residential-Commercial Zoning District to encourage the most appropriate use of land throughout the Township; and

WHEREAS, the Board of Township Commissioners is desirous of amending the Wilkins Township Zoning Map to comply with the provisions of the Zoning Ordinance.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township and Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4 – Zoning Map is hereby amended to include a Zoning District known as R-C-1, Residential-Commercial Zoning District. The Zoning Map of the Township of Wilkins will be amended to reflect the R-C-1 Zoning District as follows:

All that certain property located within the following Allegheny County lot/block lines: 373-B-150 (4063 Greensburg Pike); 373-B-156 (4065 Greensburg Pike); 373-B-158 (4067 Greensburg Pike) and 373-F-320 (4240 Greensburg Pike).

Section 2. Chapter 173-Article II – Definitions and Word Usage – is hereby amended to read as follows:

Business – Medical Offices: one or more administrative offices of individual doctors, dentists, chiropractors or other medical practitioners and their supporting staffs

where human patients receive diagnosis, treatment and counseling and who are not kept overnight, not including Methadone Clinics.

Business – Professional Offices: any office of recognized professions, other than medical, such as lawyers, architects, engineers, real estate brokers, insurance agents and others who, through training, are qualified to perform services of a professional nature and other offices used primarily for accounting, corresponding, research, editing or other administrative functions, but not including banks or other financial institutions.

Daycare Center: a facility, licensed by the Commonwealth, located within a building that is not used as a dwelling unit, for the care, on a regular basis, during part of a twenty-four (24) hour day of children under the age of sixteen (16) or handicapped or elderly persons.

Family Daycare Home: a facility, licensed or approved by the Commonwealth, as required by the laws of the Commonwealth, located within a dwelling in which the operator resides, for the care on a regular basis during part of a twenty-four (24) hour day of not more than six (6) children under sixteen (16) years of age, including care provided to children who are relatives to the provider, where such use shall be secondary to the use of the dwelling for living purposes and shall meet all applicable requirements for home occupation.

Home Occupation: an accessory use of a service character conducted entirely within a dwelling by the residents thereof, which use is clearly secondary to the use of the dwelling for living purposes and does not, in any way, change the character of the dwelling.

Methadone Clinic: a facility licensed by the Pennsylvania Department of Health to use the drug Methadone in the treatment, maintenance and detoxification of persons.

Specialty Retail: means an establishment devoted exclusively to the sale of distinctive, high quality merchandise, including one or more of the following: Art and Photography Galleries, or Studios; Antiques; Books; Boutique Items; Candles; Candies; Cards and Stationary; Cut and dried flowers; Gifts; Handicraft; Handmade and Gourmet Food and Baked Goods; Interior Decorator items; Leather Goods; Men's and Ladies and Children's Apparel; Pipes and Tobacco; and Shops of a similar nature.

The definition included for "Unused School Building" is hereby deleted in its' entirety.

Section 3. Chapter 173-Article III – District Regulations, Section 173-8 is hereby amended to read as follows:

Section 173-8 – Zoning Districts

The Municipality is divided into the following Districts as shown by the District boundaries on the Zoning Map:

R-1	Residential District
R-2	Residential District
R-3	Residential District
R-4	Residential District
R-C-1	Residential-Commercial District
C	Commercial District
M	Manufacturing District
F-1	Flood Plain District

Section 4. Chapter 173-Article III – District Regulations Section 173-10 – Permitted Uses is hereby amended to read as follows:

H. R-C-1-Residential-Commercial District. Permitted uses shall be as follows:

1. All those permitted uses as identified in the R-1 Residential District;
2. All those permitted uses as identified in the R-2 Residential District;
3. All those permitted uses as identified in the R-3 Residential District;
4. Business, Medical / Professional Offices;
5. Specialty Retail.

Section 5. Chapter 173-Section 173-11 – Conditional Uses is hereby amended to read as follows:

The governing body may authorize conditional uses as follows if all conditions and provision of Article VI are met:

H. R-C-1 Residential-Commercial District

1. All those conditional uses as set forth in the R-1 Residential District;
2. All those conditional uses as set forth in the R-2 Residential District;
3. All those conditional uses as set forth in the R-3 Residential District;
4. Daycare Center;
5. Family Daycare Home
6. Townhome

Section 6. Chapter 173 –Section 173-35 – Signs permitted in individual Zoning Districts shall be amended to read as follows:

The signs listed in Table 1 shall be permitted in Individual Zoning District's, subject to any requirements listed in the Table and in each sub-section.

TABLE 1

Type of Sign	Residential / Residential-Commercial – 1 (The requirements are the same in both Residential And in Residential-Commercial-1 Zoning District)

Section 7. Chapter 173 – Article 23 – Off street parking and loading shall be amended to read as follows:

Use	Parking Spaces Required
Business – Medical Office; Business – Professional Office; Specialty Retail	1 for every 600 square feet of floor area
Daycare Center; family daycare Home	1 for every 3 beds, plus 1 for every 2 employees on the maximum working shift

Section 8. 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 9. Any Ordinance or part of an Ordinance in conflict with this hereby appealed.

ORDAINED and ENACTED on this 14th day of April, 2008.

Secretary

By: William Wilson, Chairman

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TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 987

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DEFINING AND PROHIBITING THE ABANDONMENT, OR HABITUAL AND OPEN STORAGE OF ABANDONED/NUISANCE MOTOR VEHICLES OR PARTS THEREOF IN THE OPEN ON PUBLIC OR PRIVATE PROPERTY AND PROVIDING FOR EXCEPTIONS; AUTHORIZING INSPECTIONS OF PREMISES, NOTICES OF COMPLIANCE; REQUIRING THE REMOVAL, REPAIR OR ALTERATION OF THE CONDITIONS CONSITUTING ABANDONMENT / NUISANCE OR DANGER TO THE CITIZENS; PRESCRIBING PENALTIES AND REMEDIES FOR VIOLATION; AND AMENDING CHAPTER 124 OF THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, SECTION 124-2, PARAGRAPH (L)(302.8).

WHEREAS, the Township of Wilkins, Allegheny County, Pennsylvania strives to prohibit nuisances, including, but not limited to, the storage of motor vehicles that are abandoned, as is defined herein, on private and public property; and

WHEREAS, such conditions tend to impede traffic in the street or interfere with the enjoyment of private property; invite plundering; create fire hazards, and other safety and health hazards to children as well as adults; interfere with the comfort and well-being of the public; and create, extend and aggravate urban blight; and

WHEREAS, adequate protection of the public health, safety, and welfare requires that such conditions be regulated, abated or prohibited.

NOW, THEREFORE, the Township of Wilkins hereby ordains and enacts, and it is hereby ordained and enacted, as follows.

SECTION I. DEFINITIONS:

A. The following definitions shall apply to this Ordinance:

1. **Abandoned Motor Vehicle on Public Property.** Any motor vehicle which falls under section (a) and/or (b) hereof, and set forth as follows:

   a. Any motorized vehicle which is without current and valid:

      (1) License plate or plates, and
      (2) Registration sticker, and
      (3) Inspection sticker, including emissions inspection, where applicable.

   b. Any motorized vehicle which possesses one or more of the following conditions constituting a nuisance:

      (1) Sharp edges on motor vehicle parts constituting a dangerous condition including but not limited to the following:

(a) Broken windshield, mirrors, headlamps, tail lamps or other glass
(b) Broken body parts
(c) Open or severely damaged floorboards including trunk and firewall.

(2) Protruding motor vehicle parts constituting a dangerous condition including, but not limited to the following:

(a) Body parts, including glass, broken or otherwise, which protrude from the normal and customary place on a vehicle.
(b) Doors, Trunk or Hood which do not latch closed.

(3) Conditions which do or could permit harborage of vermin / animals, including but not limited to the following:

(a) One or more flat or open tires or tubes
(b) Missing doors, windshield, windows, hood or trunk
(c) Upholstery, which is torn or open
(d) Doors, Trunk or Hood which do not latch closed.
(e) Open or severely damaged floorboards including trunk and firewall.

(4) Conditions which result in the unsafe suspension of a motor vehicle including, but not limited to:

(a) Missing tires
(b) Vehicle frame, broken or otherwise suspended from the ground in an unstable manner.
(c) Suspended or unstable supports.

(5) Fluids from the Motor Vehicle including, but not limited to the following:

(a) Leaking or damaged oil pan or gas tank which could cause a fire or explosion.
(b) Exposed battery containing acid.

(6) Disassembled motor vehicle parts including but not limited to the following:

(a) Chassis or other motor vehicle parts stored in a disorderly fashion in or about the vehicle.

(7) Such other conditions which constitute nuisances and threaten the health, safety and welfare of the citizens of the Township of Wilkins.

2. **Abandoned Motor Vehicle on Private Property.** As defined by Section 102 of the Pennsylvania Vehicle Code, is a vehicle which has remained on private property without the consent of the owner or person in control of the property for more than twenty-four (24) hours.

3. **Nuisance Motor Vehicle on Private Property.** Any motorized vehicle which possesses one or more of the following conditions, constituting a nuisance:

a. Sharp edges on motor vehicle parts constituting a dangerous condition including, but not limited to the following:

(1) Broken windshield, mirrors, headlamps, tail lamps or other glass
(2) Broken body parts
(3) Open or severely damaged floorboards including trunk and firewall.

b. Protruding motor vehicle parts constituting a dangerous condition including, but not limited to the following:

(1) Body parts, including glass, broken or otherwise, which protrude from the normal and customary place on a vehicle.
(2) Doors, trunk or hood which do not latch closed.

c. Conditions which do or could permit harborage of vermin/animals including, but not limited to the following:

(1) One or more flat or open tires or tubes.
(2) Missing doors, windshields, windows, hood or trunk.
(3) Upholstery which is torn or open.
(4) Doors, trunk, hood or windows which do not latch closed.
(5) Open or severely damaged floorboards including trunk and firewall.

d. Conditions which result in the unsafe suspension of a motor vehicle including, but not limited to the following:

(1) Missing tires or flat tires
(2) Vehicle frame, broken or otherwise, suspended from the ground in an unstable manner.
(3) Suspended on unstable stoppers.

e. Fluids from the motor vehicle including but not limited to the following:

(1) Leaking or damaged oil pan or gas tank which could cause a fire or explosion
(2) Exposed battery containing acid.

f. Disassembled motor vehicle parts including, but not limited to the following:

(1) Chassis or other motor vehicle parts stored in a disorderly fashion in or about the vehicle.

g. Such other conditions which constitute nuisance and threaten the health, safety and welfare of the citizens of the Township of Wilkins.

4. **Enforcement Officer.** A police officer, code enforcement officer or other person or entity designated by the Township of Wilkins to enforce its ordinances.

5. **Motor Vehicle.** A car, truck, motorcycle, all-terrain vehicle, or any other type of mechanical device, propelled by a motor, in which persons or property may be transported upon public streets or highways, and including trailers or semi-trailers pulled thereby; and any parts of a motor vehicle.

6. **Nuisance.** Any condition or use of motor vehicle or property, structure or improvement which shall constitute a danger or potential danger to the health, safety and welfare of the citizens of the Township of Wilkins.

7. **Person.** The owner of the abandoned motor vehicle; or the owner, tenant, occupant lessee, resident or custodian of the property on which abandoned motor vehicles are located, whether individual or partnership, association or corporation.

8. **Private Property.** Any real property located within the Township of Wilkins, which a person owns, and which is not public property as defined in this section.

9. **Public Property.** Any street or highway which shall include the entire width between the boundary lines of every way publicly maintained for the purposes of vehicular travel and shall also mean any other publicly owned property or facility.

B. In this Ordinance, the singular shall include the plural; the plural shall include the singular; and the masculine shall include the feminine and neuter.

SECTION II. VIOLATIONS OF THIS ORDINANCE; EXCEPTIONS

A. **Violation**

A person shall be in violation of this ordinance for committing the following prohibited behavior:

1. No person shall keep or leave, or permit to be kept or left, any abandoned motor vehicle parts, as defined by this ordinance, within the Township of Wilkins for more than seventy-two (72) hours.

2. No person shall keep or leave, or permit to be kept or left, any abandoned motor vehicle, as defined by this ordinance, within ten (10) feet of public streets or alleys in the Township of Wilkins for more than seventy-two (72) hours.

B. **Exceptions**

This ordinance shall not apply to:

1. A vehicle in an enclosed building, excluding tarps or similar coverings and carport type structures which are open to view and are unsecured.

2. A vehicle on the premises of a business enterprise lawfully licensed to operate a motor vehicle junk yard or other such lawfully licensed business requiring the keeping of abandoned vehicles or parts thereof as defined herein.

3. A classic or antique vehicle which is in the process of being restored, provided that the use of oxy-acetylene or electric arc welding (torch cutting) or the use of spray painting are performed inside an approved enclosed area or as approved by the Fire Marshall.

4. A vehicle in an appropriate storage place, lawful depository or impoundment facility.

5. Nothing herein shall be construed to permit the storage of abandoned motor vehicles contrary to the provisions of the Township of Wilkins Zoning Ordinance (Chapter 173), Property Maintenance Ordinance Chapter 124) or Vehicles and Traffic Ordinance (Chapter 168)

SECTION III. ENFORCEMENT AND ABATEMENT

A. The Township of Wilkins shall enforce or abate the nuisances, defined by this Ordinance as follows:

1. **Inspections**
Enforcement Officers of the Township of Wilkins are hereby authorized and empowered to inspect private property on which motor vehicles are stored to determine if there is compliance with the provisions of this Ordinance. If a Wilkins Township Enforcement Officer finds a violation or violations of this Ordinance, he shall issue a written notice to be served by registered or certified mail upon the owner of the abandoned motor vehicle or if unknown, the owner of the premises, lessee, agent of the owner, household or family member, and/or custodian of the property on which the abandoned motor vehicle is located, whether individual or partnership, association or corporation. If the whereabouts or identity of the above defined persons is unknown or if they fail to respond to the written notice, service shall be by posting the notice conspicuously upon the premises where the motor vehicles are located.

   a. Said notice shall specify the violation complained of and shall require the person to remove or rectify the violation within ten (10) days of mailing or posting of said notice.

   b. The authorized enforcement officer, whether it is the Wilkins Township police or the code enforcement officer, shall have the right and power to enter upon the premises where the abandoned motor vehicles are located to accomplish the service of notice and any other remedy under this Ordinance.

2. **Impounding of Abandoned Motor Vehicles:**

If the person notified does not comply with the notice to abate, the Township of Wilkins enforcement officer is hereby authorized to remove or have removed any abandoned motor vehicle which reasonably appears to be in violation of this Ordinance, within the boundaries of the Township of Wilkins, at the initial expense of the Township. Such abandoned motor vehicle shall be impounded at the closest junk automotive dealership or yard, until lawfully claimed or disposed of according to law.

   a. The Township of Wilkins shall then assess the person notified with the cost of such towing, impoundment, plus ten (10) percent of all costs.

3. **Enforcement of Nuisance Motor Vehicles and Abandoned Motor Vehicles:**

An action shall be brought against any person in violation of this ordinance by filing a citation with the Magisterial District Justice for the Township of Wilkins for a summary offense under the Pennsylvania Rules of Criminal Procedure. Any person who shall be convicted of violating or failing to comply with any of the provisions of this Ordinance shall, upon conviction thereof, in a summary proceeding, be sentenced to pay a fine not less than $300.00 dollars nor more than $1,000.00 dollars, plus costs of prosecution, removal of the vehicle, restitution for the costs of removal the vehicle(s), and/or a term of imprisonment of up to ninety (90) days, per violation. Each day that a violation continues after conviction shall constitute a separate offense.

   a. **Civil action for unpaid fines, penalties and costs and other relief.** The Township of Wilkins may file a civil enforcement proceeding with the same Magisterial District Justice to recover

the unpaid fines, penalties, costs, restitution and expenses accruing for each day the violation continues, when they are not voluntarily paid. Penalties shall not exceed one thousand dollars ($1,000) per violation. The civil enforcement proceeding shall be initiated by complaint or by such other means as may be provided by the Pennsylvania Rules of Criminal Procedures. In any civil action, the Township of Wilkins shall be exempt from the payment of costs of any civil case brought to enforce this ordinance, and in accordance with 53 P.S. §66601 (c.1)(1).

b. **Remedies not exclusive.** The remedies provided herein for the enforcement of this Ordinance, or any remedy provided by law, shall not be deemed mutually exclusive; rather they may be employed simultaneously or consecutively, at the option of the Township of Wilkins.

SECTION IV. AMEND INCONSISTENCY:

Chapter 124 of the Wilkins Township Codified Book of Ordinances, Section 124-2(L)(302.8) is hereby amended to read: Except as provided for in other regulations, no vehicle shall be parked, kept or stored in any residenti9al yard area not part of a garage driveway.

SECTION V. REPEALER

All ordinances or parts of ordinances, in conflict with the provisions of this Ordinance, are hereby repealed to the extent of said conflict.

SECTION VI. SEVERABILITY

It is hereby declared to be the intention of the Board of Commissioners of Wilkins Township that the several provisions of this Ordinance are severable. If any Court of competent jurisdiction shall declare any words, sentences, sections or provisions of this Ordinance to be invalid, such a ruling shall not affect any other words, sentences, sections or provisions of this Ordinance not specifically included in said ruling.

ORDAINED AND ENACTED into law this 28th day of April, 2008.

ATTEST: TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

William G. Wilson, President

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 988

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MUNICIPALITY OF MONROEVILLE, THE MUNICIPALITY OF PENN HILLS AND THE BOROUGH OF FOREST HILLS TO JOINTLY APPLY FOR THE LOCAL GOVERNMENT GREENHOUSE GAS PILOT GRANT PROGRAM.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(liii) of the First Class Township Code, the Township of Wilkins is authorized to enter into joint cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, the Wilkins Township Board of Commissioners desires to enter into an Intergovernmental Cooperation Agreement with the Municipality of Monroeville ("Monroeville"), the Municipality of Penn Hills ("Penn Hills") and the Borough of Forest Hills ("Forest Hills") to jointly apply for the Local Government Greenhouse Gas Pilot Grant Program.

NOW, THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1: Wilkins Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with Monroeville, Penn Hills, and Forest Hills to jointly apply for the Local Government Greenhouse Gas Pilot Grant Program.

Section 2: The appropriate Wilkins Township officials are hereby authorized to execute said Intergovernmental Cooperation Agreement with Monroeville, Penn Hills and Forest Hills to jointly apply for the Local Government Greenhouse Gas Pilot Grant Program, and to take any and all actions necessary to effectuate the same.

Section 3: All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED and ENACTED this 11th day of August, 2008 by the Board of Commissioners of the Township of Wilkins in lawful session duly assembled.

ATTEST:

Rebecca Bradley
Rebecca Bradley
Manger/Secretary

(Seal)

WILKINS TOWNSHIP

By William G. Wilson
William G. Wilson
Chairman

THIS AGREEMENT, made and entered into this _____ day of _____, 2008,

BY AND BETWEEN

THE TOWNSHIP OF WILKINS (hereinafter referred to as "Wilkins"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Board of Commissioners;

AND

THE MUNICIPALITY OF MONROEVILLE (hereinafter referred to as "Monroeville"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council.

AND

THE MUNICIPALITY OF PENN HILLS (hereinafter referred to as "Penn Hills"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council.

AND

THE BOROUGH OF FOREST HILLS (hereinafter referred to as "Forest Hills"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Borough Council.

WITNESSETH:

WHEREAS, this Agreement is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq., as amended, Section 1202(34) of the Borough Code, 53 P.S. §46202(34), as amended and Section 1507 of the First Class Township Code, 53 P.S. §56533, as amended and applicable sections of the appropriate Home Rule Charters; and

WHEREAS, grant funds are available through the Commonwealth of Pennsylvania Department of Environmental Protection (PA DEP) to fund up to $20,000 per municipality toward the funding of a pilot program to study greenhouse gas emissions; and

WHEREAS, Forest Hills, Monroeville, Penn Hills and Wilkins desire to enter into such Agreement to jointly undertake this pilot program; and

WHEREAS, on August 11, 2008, the Board of Commissioners of the Township of Wilkins enacted Ordinance No. 988, which authorized Wilkins Township to enter into this Agreement; and

WHEREAS, on _____, the Council of Monroeville enacted Ordinance No. ____, which authorized Monroeville to enter into this Agreement; and

WHEREAS, on _____, the Council of Penn Hills enacted Ordinance No.____, which authorized Penn Hills to enter into this Agreement; and

WHEREAS, on _____, the Borough Council of Forest Hills enacted Ordinance No. ____, which authorized Forest Hills to enter into this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and intending to be legally bound thereby, Wilkins, Monroeville, Penn Hills, and Forest Hills do hereby covenant and agree to jointly submit the application for the Local Government Greenhouse Gas Pilot Grant Program as follows, incorporating the above recitals by reference:

1. Forest Hills, Monroeville, Penn Hills and Wilkins agree that the Municipality of Monroeville shall be responsible for preparing and submitting the required grant application and all associated materials as required by PA DEP; shall act on behalf of all municipalities for the execution and administration of the grant agreement and will engage the Center for

Environmental Research and Education of Duquesne University to provide technical services to carry out the greenhouse gas emissions inventories for the four municipalities.

2. The grant proceeds will be shared equally by Forest Hills, Monroeville, Penn Hills and Wilkins as required and stated in the terms of the grant by PA DEP.

3. This Agreement shall terminate upon the expiration of the grant including any extensions that may be granted.

4. Forest Hills, Monroeville, Penn Hills and Wilkins agree to take any and all actions necessary to effectuate this Agreement, including but not limited to the appropriate applications and resolutions to obtain grant funding from the PA DEP.

5. In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

6. Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below.

FOREST HILLS:	Borough Manager Forest Hills Borough 2071 Ardmore Boulevard Pittsburgh, PA 15221
MONROEVILLE	Municipal Manager Municipality of Monroeville 2700 Monroeville Boulevard Monroeville, PA 15146
PENN HILLS	Municipal Manager Municipality of Penn Hills 12245 Frankstown Road Penn Hills, PA 15235
WILKINS:	Township Manager Township of Wilkins 110 Peffer Road Turtle Creek, PA 15145

Any party may change its address by notice to the other. Notices shall be deemed received two days after mailing.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Forest Hills has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Monroeville has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Penn Hills has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials and Wilkins has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials on the day and year written above.

ATTEST:

_____
Steven J. Morus
Borough Manager/Secretary
(SEAL)

BOROUGH OF FOREST HILLS

By_____
Frank Porco
President, Borough Council

ATTEST:

_____
Marshall Bond
Manager
(SEAL)

MUNICIPALITY OF MONROEVILLE

By_____

Mayor

ATTEST:

_____
Terry VanHorne
Manager
(SEAL)

MUNICIPALITY OF PENN HILLS

By_____

President, Borough Council

ATTEST:

Rebecca Bradley
Rebecca Bradley
Township Manager/Secretary
(SEAL)

TOWNSHIP OF WILKINS

By William G. Wilson
William G. Wilson
Chairperson, Board of Commissioners

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 989

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE BOROUGH OF BRADDOCK HILLS, THE BOROUGH OF CHURCHILL AND THE BOROUGH OF SWISSVALE TO JOINTLY BID AND CONTRACT FOR THE COLLECTION, REMOVAL AND DISPOSAL OF GARBAGE/REFUSE AND RECYCLABLE MATERIALS.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(LIII) of the First Class Township Code, the Township of Wilkins is authorized to enter into joint cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, the Wilkins Township Board of Commissioners desires to enter into an Intergovernmental Cooperation Agreement with the Borough of Braddock Hills ("Braddock Hills"), the Borough of Churchill ("Churchill") and the Borough of Swissvale ("Swissvale") to jointly bid and contract for the collection, removal and disposal of garbage and refuse and recyclable materials.

NOW, THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1: Wilkins Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with Braddock Hills, Churchill and Swissvale to jointly bid and contract for the collection, removal and disposal of garbage and refuse and recyclable materials.

Section 2: The appropriate Wilkins Township officials are hereby authorized to execute said Intergovernmental Cooperation Agreement with Braddock Hills, Churchill and Swissvale to jointly bid and contract for the collection, removal and disposal of garbage and refuse and recyclable materials and to take any and all actions necessary to effectuate the same. The Borough of Churchill already having entered into a contract for removal and disposal of garbage and refuse is only entering into this agreement for disposal of recyclable materials. The Borough of Swissvale, providing separate collection and disposal services for recyclable materials, is only entering into this agreement for the collection, removal and disposal of garbage and the Borough of Braddock Hills, not being mandated to provide for the collection and disposal of recyclable materials is only entering into this agreement for the collection, removal and disposal of garbage and refuse.

Section 3: All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED and ENACTED this 8TH day of SEPTEMBER 2008 by the Board of Commissioners of the Township of Wilkins in lawful session duly assembled.

ATTEST:

Rebecca Bradley
Rebecca Bradley
Manger/Secretary

WILKINS TOWNSHIP

By William G. Wilson
William G. Wilson
Chairman

THIS AGREEMENT, made and entered into this ____ day of _____, 2008,

BY AND BETWEEN

THE TOWNSHIP OF WILKINS (hereinafter referred to as "Wilkins"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Board of Commissioners;

AND

THE BOROUGH OF BRADDOCK HILLS (hereinafter referred to as "Braddock Hills"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council

AND

THE BOROUGH OF CHURCHILL (hereinafter referred to as "Churchill"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council.

AND

THE BOROUGH OF SWISSVALE (hereinafter referred to as "Swissvale"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council.

WITNESSETH:

WHEREAS, this Agreement is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq., as amended, Section 1202(34) of the Borough Code, 53 P.S. §46202(34), as amended and Section 1502 (LIII) of the First Class Township Code, 53 P.S. §56533, as amended; and

WHEREAS, Braddock Hills, Swissvale and Wilkins desire to jointly bid and contract for the collection, removal and disposal of refuse and garbage; and

WHEREAS, Churchill, and Wilkins desire to jointly bid and contract for the collection, removal and disposal of recyclable materials; and

WHEREAS, Braddock Hills, Churchill, Swissvale and Wilkins desire to enter into such Agreement to jointly undertake this bidding and contracting; and

WHEREAS, on 09/08/08, the Board of Commissioners of the Township of Wilkins enacted Ordinance No. 989, which authorized Wilkins Township Hills to enter into this Agreement; and

WHEREAS, on _____, the Council of the Borough of Braddock Hills enacted Ordinance No. ____, which authorized Braddock Hills to enter into this Agreement; and

WHEREAS, on _____, the Council of the Borough of Churchill enacted Ordinance No. ____, which authorized Churchill to enter into this Agreement; and

WHEREAS, on _____, the Council of Borough of Swissvale enacted Ordinance No. ____, which authorized Swissvale to enter into this Agreement; and

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and intending to be legally bound thereby, Braddock Hills, Churchill, Swissvale and Wilkins, do hereby covenant and agree to jointly bid and contract for the collection, removal and disposal of refuse and garbage and recyclable materials, incorporating the above recitals by reference:

1. Braddock Hills, Churchill, Swissvale and Wilkins agree that the Wilkins shall be responsible for preparing and advertising the required bid notices and distribution of the specifications to interested contractors.

2. The costs associated with advertising and reproduction of specifications shall be shared equally by Braddock Hills, Churchill, Swissvale and Wilkins.

3. This Agreement shall terminate upon the expiration of any contract for services jointly entered into by each or any of the municipalities or the rejection of any bid for services by Braddock Hills, Churchill, Swissvale or Wilkins. Each municipality retains the right to reject any bid for any reason.

4. Braddock Hills, Churchill, Swissvale and Wilkins agree to take any and all actions necessary to effectuate this Agreement, including but not limited to the appropriate ordinances and/or resolutions necessary to enter into a joint Refuse / Recyclable Contract.

5. In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

6. Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below.

BRADDOCK HILLS: Mr. Robert Garvin, Solicitor
Borough of Braddock Hills
Brinton Road at Wilkins Avenue
Pittsburgh, PA 15221

CHURCHILL: Borough Manager
Borough of Churchill
2300 Old William Penn Highway
Pittsburgh, PA 15235

SWISSVALE: Borough Manager
Borough of Swissvale
7560 Rosalyn Street
Swissvale, PA 15218

WILKINS: Township Manager
Township of Wilkins
110 Peffer Road
Turtle Creek, PA 15145

Any party may change its address by notice to the other. Notices shall be deemed received two days after mailing.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Braddock Hills has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Churchill has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Swissvale has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Wilkins has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials the day and year written above.

ATTEST: **BOROUGH OF BRADDOCK HILLS**

_____ By_____

President, Borough Council

(Seal)

ATTEST: **BOROUGH OF CHURCHILL**

_____ By_____

Craig Robinson
Borough Manager/Secretary
(SEAL)

President, Borough Council

ATTEST: **BOROUGH OF SWISSVALE**

_____ By_____

Larry Foceretta
Manager

President, Borough Council

(SEAL)

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley By William G. Wilson

Rebecca Bradley
Township Manager/Secretary

William G. Wilson
Chairperson, Board of Commissioners

(SEAL)

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 990

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, CHAPTER 65, ANIMALS, ARTICLE II, KEEPING AND POSSESSION REGULATIONS.

WHEREAS, the Board of Commissioners of the Township of Wilkins is desirous of amending Chapter 65, Article II of the Wilkins Township Codified Book of Ordinances to eliminate inconsistencies with the laws of the Commonwealth of Pennsylvania, clarify the duties and responsibilities of owners, and define and prohibit certain types of nuisances; and

WHEREAS, this Ordinance is ordained in the best interests of the health, safety and welfare of the residents of the Township of Wilkins to abate and eliminate nuisances; and

WHEREAS, this Ordinance is enacted pursuant to the authority of the First Class Township Code, Section 1502 (XXVII), Act of June 24, 1931 P.L. 1206, as amended, 53 P.S. 56544 and 56552

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section I. The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-10, Interpretation; severability is hereby amended as follows:

"The Township of Wilkins hereby recognizes the passage of the Pennsylvania Dog Law, Act of December 7, 1982, P.L. 784, No. 225, Art. I, §101, et seq.; P.S. §459-101, et seq., as amended. Where the provisions of any other ordinance impose greater restrictions than this article, the provisions of such other ordinances shall be supplemental to any laws of the Commonwealth of Pennsylvania hereinbefore or hereinafter adopted covering animals within the Commonwealth of Pennsylvania and specifically in the Township of Wilkins. Should any of the provisions of this article be contrary to the provisions of any act of assembly, it is the intent that the act of assembly shall supersede this article. Should any section or provision of this article be declared by a court of competent jurisdiction to be invalid, such section or provisions shall not affect the validity of this article as a whole or any other part thereof."

Section II. The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-11, Definitions, is hereby amended to include the following definitions:

HOUSEHOLD PET: Any dog, cat or other domestic animal normally and ordinarily kept in or permitted to be at large in the dwelling of its owner.

HUMANE MANNER: Care of an animal to include, but not be limited to, adequate heat, ventilation and sanitary shelter, wholesome food and water, consistent with the normal requirements and feeding habits of the animal's size, species and breed.

NUISANCE: A dog or cat shall be considered a nuisance if it: Damages, soils, defiles or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, "dangerous" or offensive conditions; causes a disturbance by excessive barking or other noise making; or chases vehicles, or molests, attacks or interferes with persons or other domestic animals on public property.

OWNER: A person having the right of property or custody of an animal or who keeps or harbors an animal or knowingly permits an animal to remain on or about any premises occupied by that person.

Section III. The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-12, Permitted animals, Paragraph A and Paragraph B are hereby deleted in their entirety and replaced as follows:

A. Household Pets

a. It shall be unlawful to maintain any number of animals within a dwelling unit in such a way that the conditions of the dwelling unit constitute a nuisance or health hazard and threat to the occupants or welfare of the animals maintained.

b. If such pet shall be kept in a dwelling owned or occupied by its owner, such owner shall be required to follow such procedures and practices, as to the number of such pets to be kept there, and as to sanitation, to insure that no public nuisance shall be created or maintained and no threat to the health of persons living elsewhere shall be created.

B. If any such pet shall be kept in an enclosure outside such dwelling, the keeper of every animal shall confine the same in an enclosure sufficient to prevent such animal from running at large, and such enclosure shall be of a size and construction conducive to the animal's health, and adequate sanitary drainage facilities shall be provided.

a. Every keeper of any animal shall cause the litter and droppings therefrom to be collected daily in a container or receptacle that when closed shall be rat-proof and fly-tight, and after every such collection shall cause such container or receptacle to be kept closed.

b. At least once each week, every such keeper shall cause all litter and droppings so collected to be disposed of in such manner as not to permit the presence of fly larvae.

C. All animals shall be kept in a humane manner.

D. Nothing in this subsection shall be construed to permit any person to maintain any dangerous animal, whether inside or outside a dwelling unit.

Section IV: The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-13, Noise Disturbances is hereby amended as follows:

§65.13 Noise Disturbances and Nuisances

A. Any owner, person, firm association or corporation utilizing the service of an animal or animals for security purposes or possessing an animal as a pet shall be responsible for the quieting of said animal from barking, yelping and/or howling or otherwise disturbing the peace and quiet of the surrounding neighbors in a consistent or persistent manner.

B. Nuisances. Nuisances include excessive noise, soiling of public property and of private property not owned or rented by the pet owner, and odors caused by failure to clean the animal's resident property.

a. Soiling occurs when the animal deposits feces on public property, public and private right-of-ways, and private property; sprays or deposits urine on lawns and landscaping that causes damage to grasses, flowers, shrubs, etc.

b. Nuisance soiling also includes odors caused by failure to properly dispose of feces and clean urine from kennels and yards.

Section V. The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-15, Control and Keeping of dogs and animals, Paragraph J, is hereby restated as follows:

J. If any animal shall defecate upon the property of the owner or keeper of such animal, the owner or keeper must clean up the feces and make proper disposition of it in accordance with §65-12, Paragraph B, Subparagraphs (a) and (b).

Section VI: The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-17, Conditions for keeping pigeons and rabbits, Paragraph C is hereby deleted in its' entirety.

Section VII: 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 VIII. Repealer. All Ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

ORDAINED AND ENACTED into law this 29th day of september, 2008.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, President

TOWNSHIP OF WILKINS

ORDINANCE NO. 991

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2009 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2009.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2009 is $5,281,800

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2009 Budget Summary Expenses (General Fund)

General Government	$750,200
Public Safety	$1,926,500
Sanitation	$399,200
Public Works	$1,180,400
Recreation	$59,200
Debt Service	$0.00
Intergovernmental	$6,000
Refunds	$960,300
Interfund Transfers	$0.00
Total Expenses	**$5,281,800**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2009 as follows:

1. Tax rate for general revenue purposes, the sum of 4.513 mills on each dollar of assessed valuation, or the sum of .4513 cents on each one hundred ($100) dollars of assessed valuation.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied

by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2009.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 8th day of December, 2008

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

William G. Wilson
President, Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 992

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ESTABLISHING AN OPEN RECORDS POLICY FOR THE TOWNSHIP OF WILKINS PURSUANT TO ACT 3 OF 2008, THE PENNSYLVANIA RIGHT-TO-KNOW LAW, AS AMENDED.

Section 1. Purpose.

The purpose of this policy is to assure compliance with Act 3 of 2008, The Pennsylvania Right-to-Know Law, as amended; to provide access to public records of the Township of Wilkins; to preserve the integrity of The Township of Wilkins' records; and to minimize the financial impact to the residents of the Township regarding the resources utilized in the receipt and processing of public record requests and the retrieval and copying of public records.

Section 2. Designated Open Records Officer.

It is the policy of the township to require the presence of a designated employee when public records are examined and inspected and to charge reasonable fees for duplication of public records of the Township. The Township of Wilkins designates the Township Secretary as the Open Records Officer, responsible for assuring compliance with the Pennsylvania Right-to-Know Law, in accordance with the following guidelines.

A. The Township Secretary may designate certain employee(s) to process public record requests.

B. The Township Secretary is responsible for minimizing, where possible, the financial impact to the Township regarding the resources utilized in the receipt and processing of public record requests and the retrieval and copying of public records.

C. All requests for public records of the Township under this policy shall be specific in identifying and describing each public record requested. In no case shall the Township be required to create a public record which does not exist or to compile, maintain, format or organize a public record in a manner in which the Township does not currently compile, maintain, format or organize the public record. All requests for public records shall be submitted in writing and include the date of the request; requestor's name, address, and telephone number; certification of United States residency; signature of requestor, and if duplication is requested, appropriate payment.

D. The designated employee shall make a good faith effort to determine whether each record requested is a public record.

E. The township shall facilitate a reasonable response to a request for the Township of Wilkins' public records. In no case is the Township expected to provide extraordinary staff to respond to the request, but will respond in a manner consistent with the Township's administrative responsibilities and consistent with the requirements of the Pennsylvania Right-to-Know Law.

F. The designated employee shall respond to the requestor within five (5) business days from the date of receipt of the written request. If the Township does not respond within five (5) business days of receipt thereof, the request is deemed denied.

G. The response provided by the Township shall consist of (1) approval for access to the public record; (2) review of the request by the designated employee; or (3) denial of access to the record requested.

H. If access to the public record requested is approved, the public record shall be available for access during the regular business hours of the Township. The designated employee shall cooperate fully with the requester, while also taking reasonable measures to protect Township public records from the possibility of theft and/or modifications. The presence of a designated employee is required when public records are examined and inspected.

I. Fees for duplication of public records shall be as established by the Commonwealth's Office of Open Records. The Township may at its discretion waive fees.

J. In the event the estimated cost of fulfilling a request submitted under this policy is expected to exceed $100.00 the designated employee(s) shall obtain the expected cost in advance of fulfilling the request to avoid unwarranted expense of Township resources.

K. If the request is being reviewed, the notice provided by the Township shall be in writing and include the reason for the review and the expected response date, which shall be within thirty (30) days of the notice of review. If the township does not respond within thirty (30) days thereof, the request is deemed denied. Review of the request is limited to situations where:

   a. The record requested contains information which is subject to access, as well as information which is not subject to access that must be redacted prior to a grant of access. The redacted information is considered a denial as to that information;

   b. The record requires retrieval from a remote location;

   c. A timely response cannot be accomplished due to staffing limitations;

   d. A legal review is necessary to determine whether the record requested is a public record;

   e. The requester has failed to comply with the Township's policy and procedure requirements; or

   f. The requestor refuses to pay the applicable fees;

   g. The extent or nature of the request precludes a response within the required time period.

Upon a determination that one of the factors listed above applies, the Township shall send written notice to the requester within five business days of receipt of the request for access. The notice shall include a statement notifying the requester that the request for access is being reviewed, the reason for the review, a reasonable date that a response is expected to be provided and an estimate of applicable fees owed when the record becomes available. If the date that a response is expected to be provided is in excess of 30 days, following the five business days allowed for, the request for access shall be deemed denied unless the requester has agreed in writing to an extension to the date specified in the notice. If the requester agrees to the extension, the request shall be deemed denied on the day following the date specified in the notice if the agency has not provided a response by that date.

L. If access to the record requested is denied, the notice provided by the Township shall be in writing as indicated on the form attached hereto entitled "Denial of Request to Review and/or Duplicate the Township of Wilkins Records."

M. If the request is denied or deemed denied, the requester may file an appeal with the Commonwealth's Office of Open Records within fifteen (15) business days of the mailing date of the Township's notice of denial, or within fifteen (15) days of a deemed denial. The appeal shall state the grounds upon which the requester asserts that the record is a public record and shall address any grounds stated by the agency for delaying or denying the request.

N. Within 30 days of the mailing date of the final determination of the appeals officer, the requester or the Township may file a petition for review or other document as required by rule of court with the Court of Common Pleas of Allegheny County. The decision of the court shall contain findings of fact and conclusions of law based upon the evidence as a whole. The decision shall clearly and concisely explain the rationale for the decision. A petition for review under this section shall stay the release of documents until a decision is issued.

O. This policy shall be available for review at the Township office.

Section 3. **Repealer.**

That any Ordinance, or part of Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance. The Codified Ordinance of the Township of Wilkins "Open Records Policy" is specifically repealed in its entirety.

Section 4. **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, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section part thereof had not been included herein.

Section 5. **Effective Date.**

This Ordinance shall become effective on January 12, 2009.

ORDAINED AND ENACTED into law this 12th day of January, 2009.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley

Rebecca Bradley, Manager

William G. Wilson

William G. Wilson, Chairman

ADMINISTRATIVE REGULATIONS FOR THE IMPLEMENTATION OF THE RIGHT TO KNOW ORDINANCE NO. 992

I. SCOPE AND PURPOSE OF THESE REGULATIONS.

These regulations are designed to assist the Open Records Officer ("ORO") in implementing the Right to Know Ordinance enacted as Ordinance Number 992. It should be noted that these regulations cannot be designed to cover every conceivable factual situation which might arise through the implementation of the Right to Know Law ("RTKL"). In any case where the ORO is not able to appropriately address a request for a public record, he or she should contact the Solicitor for guidance.

II. DEFINITION OF A "RECORD".

Records include:

1. Documents;
2. Letters;
3. Papers;
4. Books;
5. Maps;
6. Photographs;
7. Tapes;
8. Film or Sound Recordings;
9. Electronically maintained information; and
10. Data and image processed documents.

III. PRESUMPTION IN FAVOR OF DISCLOSURE.

Records in the possession of a local agency are presumed to be a public record unless they fall within one or more of the listed exemptions or are privileged or protected from disclosure under a federal or state law, regulation or Court Order.

The requestor's intended use of the requested information cannot be used as a basis for denying access to that information unless such denial is based upon other provisions of the law.

The local agency bears the burden of proving by a preponderance of the evidence that the record is not a public record.

IV. FUNCTIONS OF THE ORO.

The ORO is charged with the following duties and responsibilities:

1. Receives and documents written information requests. (An agency may respond to requests in any form, but the remedies of the RTKL are available only for written requests.) A standard written request form which has received the approval of the office

of open records should be utilized and provided to the requestor of the records. A copy of such standard form is attached.

2. Maintain copies, either electronic or paper, of requests and supporting documentation.

3. Directs requests to the appropriate person.

4. Tracks the progress being made in responding.

5. Prepares interim and final response or responses.

V. REQUEST PROCEDURES.

Written requests may be submitted in person, by mail, e-mail, facsimile or by any other electronic means permitted by the agency.

Requests must be addressed to the ORO. Any other agency employee receiving such requests must immediately forward it to the ORO.

Written requests must include a description of the desired record or records that is sufficiently specific to enable the agency to ascertain which records are being requested. Requests should also contain the name and address to which the response should be directed.

VI. PROCEDURES FOR RESPONSES TO REQUESTS.

1. The ORO must make a good faith effort to determine whether the requested record is a public record and whether the record is in fact within the agency's possession or control.

2. The ORO must respond to the written request within a period not to exceed five (5) business days from the receipt of the written request.

3. If no response is made within five (5) days, the request is deemed denied and the requestor has the right to appeal.

4. Extensions of Response Time.

The ORO in lieu of making a response within the five (5) day period, notifies the requestor that more time is needed if the ORO determines that (a) the request requires redactions; (b) the records must be retrieved from a remote location; (c) a timely response is not possible due to bonafide and specific staffing limitations or the extent or nature of the request; (d) the request does not comply with the agency's policies; or (e) the requestor does not comply with the requirement to pay the applicable fees. If the records cannot be provided within thirty (30) days the request is deemed denied unless the requestor agrees in writing to the extension of time to respond. If the requestor agrees to

the extension, the request is deemed denied the day following the agreed upon date if a response is not provided by that date.

5. Denials of Requests.

Denials must be in writing and include (1) description of the requested record; (2) specific reasons for the denial, including citations to legal authority; (3) the name, title, business address, business telephone number and signature of the Open Records Officer; (4) the date of the response; and (5) a description of the procedures for appeal.

6. Disruptive Requests.

If it is apparent that a requestor is making repeated requests for the same records and such requests are unreasonably burdensome, the agency may deny access to the record.

7. Disaster or Damage.

Request may be denied if the records are unavailable due to disaster at the location of the records or where the documents are historical, ancient or rare and such access would cause irreparable harm. The contents of such a record should be made available in some other form to the extent possible.

VII. PROCEDURES FOR PROVIDING COPIES OF RECORDS.

1. If the request is granted by the ORO, the record should be made accessible for inspection and copying in the medium requested if it exists. Records must be made available during regular business hours.

2. The agency is required, upon request and payment of applicable fees, to provide certified copies of the record requested. The fee structure for the providing of copies and other services has been prescribed by the Pennsylvania Office of Open Records and this fee schedule is attached hereto and made a part of these regulations.

3. If the response states that copies may be picked up from the agency's office and the requestor fails to retrieve the copies within sixty (60) days of the response, those copies may be destroyed and any fees may be retained.

4. When documents contain both exempt and non-exempt information, the exempt information may be redacted. The redacted information constitutes a denial as to that information.

VIII. SPECIAL SITUATIONS.

1. If an agency voluntarily produces a record that is not public record, it must notify the provider of that record and any person who is the subject of that record, as well as the requestor.

2. If the request includes a record provided by a third party and is accompanied by a signed written statement that the record includes trade secrets of confidential proprietary, the ORO must notify the third party within five (5) days of the request. The third party then has five (5) days to comment as to the release of the record. The request must either be granted or denied within ten (10) days of notice to the third party, and the third party must be given notice of the decision.

IX. EXEMPT RECORDS.

Records which are exempt from disclosure include:

1. Classified information and law enforcement records that if disclosed would threaten public safety.

2. Records the disclosure of which is reasonably likely to result in substantial risk of physical harm or risk to the personal security of an individual.

3. Certain infrastructure, resource, building, utility and computer system information that would jeopardize public safety or computer security.

4. Individual medical, psychiatric, psychological and disability records, including Workers' Compensation, Unemployment Compensation, Rehabilitation and other records containing individually identifiable health information.

5. Personal identification information to include (a) all or part of social security numbers, driver's license numbers, personal financial information, personal telephone numbers, personal e-mail addresses and other confidential personal identification numbers; (b) names of spouses, beneficiaries, dependents and marital status; (c) home addresses of law enforcement officers; (d) the redaction of the identity of undercover officers or covert operatives is permitted.

6. The following information regarding employees: (a) letters of reference unless related to appointment to a vacancy in an elective office; (b) performance ratings and reviews; (c) results of Civil Service tests if restricted by Collective Bargaining Agreement and results of those who did not pass the examination; (d) employment applications for those not hired; (e) written criticisms of employees; (f) grievance materials, including those relating to discrimination or sexual harassment; (g) discipline, demotion or discharge information contained in a personnel file other than a final action resulting in discharge.

7. Certain labor relations records: (a) records pertaining to negotiation strategy for labor relations or collective bargaining, other than a final contract between the parties to a Collective Bargaining Agreement; (b) exhibits, transcripts and opinions other than the final award in the arbitration of a grievance or contractual dispute.

8. Drafts of Ordinances, Regulations, Resolutions, Policies, Directives and Amendments thereto: (a) records reflecting internal, predecisional deliberations except to the extent such records are otherwise exempt and are presented to a forum at a public meeting; (b) records reflecting strategies used to develop and implement the adoption of budgets, legislative proposals or regulations.

9. Records containing trade secrets, confidential or proprietary information.

10. Notes and working papers prepared by or for public officials or agency employees for their personal use.

11. Records disclosing the identity of donors and potential donors to an agency unless the donation is restricted to providing personal and tangible benefit to a named official or employee of the agency.

12. Records relating to or resulting in criminal investigations.

13. Records relating to non-criminal investigations including: (a) complaints; (b) investigative materials, notes, correspondence and reports; (c) the identity of confidential sources, including those subject to the Whistle Blower Law; (d) information made confidential by law; (e) audit work papers; (f) records that would reveal the institution, progress or result of an investigation other than a fine, penalty, suspension of license or authorization or executed settlement agreement (absent a confidentiality clause); (g) records that disclosure of which would deprive a person of an impartial adjudication, constitute an unwarranted invasion of personal privacy, or hinder the agencies ability to secure sanctions or endanger the life or physical safety of an individual.

14. Dispatch and radio records other than time response logs, except that the agency may release 911 recordings or transcripts if the public interest in disclosure outweighs the interest in non-disclosure.

15. Genetic records.

16. Draft minutes of meetings until the next regularly scheduled meeting and minutes and other records of executive sessions.

17. Certain real estate records related to the agency's interest in property, including appraisals, audits and evaluations that are related to the leasing, acquiring or disposing of real property or an interest therein; the purchase of public supplies or equipment as part of the real estate transaction; or construction projects. This restriction applies only until a decision is made to proceed with the transaction.

18. Certain contract proposal information to include (a) bids or proposals for agency's, supplies, services or construction prior to the opening and rejection of all bids; (b) financial information on the bidder or offeror provided to demonstrate economic capability; and (c) the identity of members and the records of agency proposal evaluation committees.

19. Records related to communications between an agency and its insurance carrier other than insurance contracts and financial records relating to provision of insurance.

20. Any record identifying the name, home address or date of birth of a child seventeen (17) years of age or under.

X. APPEAL PROCEDURES.

The ORO shall, upon denial of a request for records advise the requestor of the following appeal procedures: (a) appeals of denial of a written request are to be filed with the Office of Open Records; (b) appeals must be filed within fifteen (15) business days of the mailing date of the response or within fifteen (15) business days of the date the request was deemed denied; (c) appeals shall state the requestor's ground for asserting that the record is public and any grounds asserted by the agency for denying the request; (d) appeals officers, who are engaged by the Office of Open Records of the Commonwealth of Pennsylvania have thirty (30) days from the receipt of the appeal to issue a final determination. If no determination is issued within thirty (30) days the appeal is deemed denied; (e) the appeal officers may hold a hearing prior to the issuance of a final determination which final determination is a final order and must provide a written explanation as to the reason supporting the decision to both the requestor and the agency.

XI. JUDICIAL REVIEW.

The decisions of appeals officers may be appealed to the Court of Common Pleas. Such review may be sought by either the agency or the requestor. Petitions for Judicial Review will stay the release of documents until a decision is issued and the parties seeking the appeal must notify the agency, requestor and the Office of Open Records and each shall have the opportunity to respond pursuant to applicable Court Rules.

The Court's decision, if it grants access previously denied, may award reasonable attorney fees if it finds that the agency in denying the access has acted willfully or with wanton disregard or in bad faith or that it has asserted exemptions, exclusions or defenses not based on a reasonable interpretation of the law.

XII. PENALTIES.

Penalties for a bad faith denial of access may be imposed up to $1,500.00. A penalty for the failure of the agency to comply with a Court Order may carry a penalty of up to $500.00 per day until the records are provided.

pennsylvania
OFFICE OF OPEN RECORDS

STANDARD RIGHT-TO-KNOW REQUEST FORM

DATE REQUESTED:

REQUEST SUBMITTED BY: E-MAIL U.S. MAIL FAX IN-PERSON

NAME OF REQUESTOR :_____

STREET ADDRESS :_____

CITY/STATE/COUNTY (Required): _____

TELEPHONE (Optional):_____

RECORDS REQUESTED:
**Provide as much specific detail as possible so the agency can identify the information.*

DO YOU WANT COPIES? YES or NO

DO YOU WANT TO INSPECT THE RECORDS? YES or NO

DO YOU WANT CERTIFIED COPIES OF RECORDS? YES or NO

RIGHT TO KNOW OFFICER:

DATE RECEIVED BY THE AGENCY:

AGENCY FIVE (5)-DAY RESPONSE DUE:

***Public bodies may fill anonymous verbal or written requests. If the requestor wishes to pursue the relief and remedies provided for in this Act, the request must be in writing. (Section 702.) Written requests need not include an explanation why information is sought or the intended use of the information unless otherwise required by law. (Section 703.)*

pennsylvania

OFFICE OF OPEN RECORDS

Fee Structure

Section 1307 of the Right-To-Know law requires the Office of Open Records to establish a fee structure for Commonwealth Agencies and Local Agencies. To promote uniformity among all agencies, the Office of Open Records encourages Judicial and Legislative agencies, which can set their own fees, to adopt the following fee structure. All agencies are advised that duplication fees can be waived.

The Office of Open Records establishes the following fee structure in accordance with the law.

Fee Structure

Record Type	Fee
Copies:	Between .10 per page to a maximum .25 per page.
(A "photocopy" is either a single-sided copy or one side of a double-sided black-	

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and-white copy of a standard 8.5" x 11" page)	
Certification of a Record:	$1 per record, not per page. Please note that certification fees do not include notarization fees.
Specialized documents : For example, but not limited to, blue prints, color copies, non-standard sized documents	Actual Cost
Facsimile/Microfiche/Other Media:	Actual Cost
Redaction Fee:	No Redaction Fee May be Imposed
Conversion to Paper:	If a record is only maintained electronically or in other non-paper media, duplication fees shall be limited to the lesser of the fee for duplication on paper or the fee for duplication in the original media unless the requester specifically requests for the record to be duplicated in the more expensive medium. (Sec. 1307(e)).
Postage Fees:	Fees for Postage May Not Exceed the Actual Cost of Mailing

Please Also Be Advised:

- **Statutory Fees:** If a separate statute authorizes an agency to charge a set amount for a certain type of record, the agency may charge no more than that statutory amount. For example, a Recorder of Deeds may charge a copy fee of 50 cents per uncertified page and $1.50 per certified page under 42 P.S. § 21051. Police departments have the authority to charge up to $15 per report for providing a copy of a vehicle accident report. 75 Pa.C.S. §3751 (b)(2). Philadelphia police

may charge up to $25 per copy. *Id*. at (b)(3). State police are authorized to charge "$5 for each copy of the Pennsylvania State Police full report of investigation." 75 Pa.C.S. §1956(b).

- **Inspection of Redacted Records:** If a requester wishes to inspect rather than receive a copy of a record and the record contains both public and non-public information, the agency shall redact the non-public information. An agency may not charge the requester for the redaction. However, the Agency may charge for the copies it must make of the redacted material in order for the requester to view the public record. The fee structure outlined above will apply. If, after inspecting the records, the requester chooses to obtain the copies, no additional fee may be charged.

- **Enhanced Electronic Access :** If an agency offers enhanced electronic access to records in addition to making the records accessible for inspection and duplication by a requester, the agency may establish user fees specifically for the provision of the enhanced electronic access, but only to the extent that the enhanced electronic access is in addition to making the records accessible for inspection and duplication by a requester as required by this Act. The user fees for enhanced electronic access may be a flat rate, a subscription fee for a period of time, a per-transaction fee, a fee based on the cumulative time of system access or any other reasonable method and any combination thereof. **The user fees for enhanced electronic access must be reasonable, must be pre-approved by the Office of Open Records and shall not be established with the intent or effect of excluding persons from access to records or duplicates thereof or of creating profit for the agency.** Please submit any request to the

  Office of Open Records
  400 North Street
  Harrisburg , PA. 17120.

- **Fee Limitations:** Except as otherwise provided by statute, the law states that **no other fees may be imposed** unless the agency necessarily incurs costs for complying with the request, and such fees must be reasonable. No fee may be imposed for an agency's review of a record to determine whether the record is a public record, legislative record or financial record subject to access in accordance with this Act. No fee may be charged for searching for or retrieval of documents. An agency may not charge staff time or salary for complying with a RTK request.

- **Prepayment:** Prior to granting a request for access in accordance with this Act, an agency may require a requester to prepay an estimate of the fees authorized under this section if the fees

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required to fulfill the request are expected to exceed $100.

- Once the request is fulfilled and prepared for release, the Office of Open Records recommends that the agency obtain the cost of the records prior to releasing the records. This recommendation is designed to avoid situations in which the agency provides the records and the requester fails to submit payment.

Privacy Policy | Security Policy

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TOWNSHIP OF WILKINS

ORDINANCE NUMBER 993

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 156, TAXATION, ARTICLE III, LOCAL SERVICES TAX; ARTICLE IV, BUSINESS PRIVILEGE TAX AND ARTICLE V, MERCANTILE LICENSE TAX TO PROVIDE FOR THE IMPOSITION OF ATTORNEY'S FEES ON ALL DEBTS, CLAIMS, TAXES, ASSESSMENTS OR MUNICIPAL CHARGES OF ANY NATURE, PROVIDING THAT SUCH EXPENSES MAY BE ASSESSED AND ADDED TO ALL MUNICIPAL CLAIMS AND CHARGES; PROVIDING A MECHANISM TO DETERMINE LEGAL FEES, COSTS AND EXPENSES.

WHEREAS, the Township of Wilkins has encountered considerable expense in collecting delinquent taxes, assessments, charges and other municipal claims; and

WHEREAS, the Township of Wilkins should not be burdened by additional charges since it is not equitable to taxpayers who promptly pay their taxes and municipal charges; and

WHEREAS, the Township of Wilkins deems it the best interest of the residents of the Township of Wilkins to impose costs of collection on all delinquent taxpayers.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Wilkins as follows:

SECTION 1. This Ordinance shall be known as the Cost of Collections Ordinance.

SECTION 2. Hereinafter, for every delinquent claim, charge, tax assessment, levy or obligation owed to the Township of Wilkins, there shall be added to such claim, charge, tax, assessment, levy or obligation such attorney's fees, charges, and expenses incurred in the collection process subsequent to proper notification to taxpayers of the intent to impose attorney's fees on delinquent obligations. Such additional charges shall further be collected in the same manner and with the full authority as other municipal claims of any nature, and shall be deemed to be a municipal claim for purposes of collection and obtaining a lien on property.

SECTION 3. Such fees shall be reasonable and the same are hereby established in a fee rate as attached hereto and made a part hereof as Schedule A. Said schedule of fees is hereby deemed to be reasonable, fair, and necessary in order to allow the Township of Wilkins to collect such amounts due. This schedule may be amended from time to time by Ordinance.

SECTION 4. Any person or entity empowered to collect amounts on behalf of the Township of Wilkins is directed to add such fees as are incurred to the extent allowed and set forth on Schedule A.

SECTION 5. Attorney fees incurred to the extent set forth on Schedule A shall be added to all unpaid municipal claims of any nature arising or imposed subsequent to the effective date of this Ordinance. Prior to the time when such fees are added to any underlying claim, the tax collector shall first give the taxpayer such notice as required by law. The tax collector or other collector shall so notify the taxpayer by sending such notice to the taxpayer's last known address by mailing notices in substantially the forms of notice as are attached as Exhibits B and C in accordance with the Statutes cited herein.

SECTION 6. All Ordinances or parts of Ordinances which are inconsistent with this Ordinance shall be superseded by this within Ordinance.

SECTION 7. 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, sections or parts of this Ordinance. It is hereby declared as the intent of the Board of Commissioners that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ORDAINED into law this 12th day of January, 2009

ATTEST: TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

William G. Wilson, Chairman

(seal)

SCHEDULE A

1.	Opening file and verifying data	$135.00
2.	Preparing and sending letter to taxpayer regarding payment	$ 50.00
3.	Correspondence per Pa. RCP Section 237.1	$ 25.00
4.	Preparing magistrate complaint and effectuating service of process	$ 75.00
5.	Appearing at magistrate's hearing	$250.00
6.	Preparing arbitration complaint	$150.00
7.	Appearing at arbitration trial	$350.00
8.	Preparation of complaint in Common Pleas and effectuating service	$175.00
9.	Negotiation and preparation of payment plan agreements	$ 25.00
10.	Preparing and filing lien, letter to taxpayer, accounting for funds received.	
	Preparing and filing satisfaction lien	$150.00
11.	Preparing writ of scire facias sur tax linen in furtherance of sheriff sale of land	$150.00
	Reissuance of writ	$ 25.00
12.	Title search for sheriff sale	Cost item to be paid to title searcher
13.	Taking default judgment	$125.00
14.	Issuance of writ of execution	$750.00
15.	Continuing Sheriff Sale	$ 25.00
16.	Processing NSF checks	$ 25.00
17.	Credit Check	$ 25.00
18.	Filing claim in Bankruptcy	$ 25.00
19.	Filing petition to assess damages or attorney fees	$ 50.00
20.	Attending Sheriff's Sale	$400.00

21. Amending tax liens, trials, pleading for litigation or other legal work not itemized above.
Attorney – Hourly Rate - $200.00 Non Attorney – Hourly Rate - $60.00

THIRTY DAY NOTICE
CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID

TO: FULL NAME OF EACH TAXPAYER WITH ADDRESS

_____

_____

FROM THE TOWNSHIP OF WILKINS

TYPE(S) OF TAX CLAIM: _____

YEARS INVOLVED:_____

THE PURPOSE OF THIS NOTICE IS TO APPRISE THE TAX PAYER(S) NAMED ABOVE THAT THE TAXES OR MUNICIPAL CLAIMS IDENTIFIED HEREIN ARE NOW DELINQUENT. IT IS THE INTENT OF THE MUNICIPALITY NAMED ABOVE TO IMPOSE ATTORNEY'S FEES ON YOU WHICH ARE INCURRED IN THE COLLECTION OF THE ABOVE TAX. A COPY OF THE ORDINANCE IMPOSING THOSE FEES WITH THE FEE SCHEDULE IS ATTACHED. THESE ATTORNEY'S FEES WILL BEGIN TO ACCRUE AFTER THIRTY (30) DAYS HAVE EXPIRED FROM THE DATE OF THIS NOTICE. YOU CAN AVOID THE IMPOSITION OF SUCH FEES BY PAYING THE DELINQUENT ACCOUNT WHICH IS IDENTIFIED ABOVE. TO DO SO, REMIT PAYMENT TO THE TAX COLLECTOR IDENTIFIED BELOW. A STATEMENT OF YOUR ACCOUNT IS ATTACHED TO THIS NOTICE.

NAME AND ADDRESS OF TAX COLLECTOR:

TOWNSHIP OF WILKINS
C/O MONROEVILLE TAX OFFICE
2700 MONROEVILLE BLVD.
MONROEVILLE, PA 15146-2388

DATE OF THIS NOTICE: _____

SIGNATURE: _____

EXHIBIT B

TEN (10) DAY NOTICE
FIRST CLASS MAIL, POSTAGE PREPAID

TO: FULL NAME OF EACH TAXPAYER WITH ADDRESS:

_____

_____

FROM: THE TOWNSHIP OF WILKINS

TYPE(S) OF TAX/CLAIM: _____
YEARS INVOLVED: _____

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NAME AND ADDRESS OF TAX COLLECTOR:

TOWNSHIP OF WILKINS
C/O MONROEVILLE TAX OFFICE
2700 MONROEVILLE BOULEVARD
MONROEVILLE, PA 15146-2388

DATE OF THIS NOTICE: _____

SIGNATURE: _____

OFFICIAL

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 993

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 156, TAXATION, ARTICLE III, LOCAL SERVICES TAX; ARTICLE IV, BUSINESS PRIVILEGE TAX AND ARTICLE V, MERCANTILE LICENSE TAX TO PROVIDE FOR THE IMPOSITION OF ATTORNEY'S FEES ON ALL DEBTS, CLAIMS, TAXES, ASSESSMENTS OR MUNICIPAL CHARGES OF ANY NATURE, PROVIDING THAT SUCH EXPENSES MAY BE ASSESSED AND ADDED TO ALL MUNICIPAL CLAIMS AND CHARGES; PROVIDING A MECHANISM TO DETERMINE LEGAL FEES, COSTS AND EXPENSES.

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SECTION 3. Such fees shall be reasonable and the same are hereby established in a fee rate as attached hereto and made a part hereof as Schedule A. Said schedule of fees is hereby deemed to be reasonable, fair, and necessary in order to allow the Township of Wilkins to collect such amounts due. This schedule may be amended from time to time by Ordinance.

SECTION 4. Any person or entity empowered to collect amounts on behalf of the Township of Wilkins is directed to add such fees as are incurred to the extent allowed and set forth on Schedule A.

SECTION 5. Attorney fees incurred to the extent set forth on Schedule A shall be added to all unpaid municipal claims of any nature arising or imposed subsequent to the effective date of this Ordinance. Prior to the time when such fees are added to any underlying claim, the tax collector shall first give the taxpayer such notice as required by law. The tax collector or other collector shall so notify the taxpayer by sending such notice to the taxpayer's last known address by mailing notices in substantially the forms of notice as are attached as Exhibits B and C in accordance with the Statutes cited herein.

SECTION 6. All Ordinances or parts of Ordinances which are inconsistent with this Ordinance shall be superseded by this within Ordinance.

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ORDAINED into law this 12th day of January, 2009

ATTEST: TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

William G. Wilson, Chairman

(seal)

SCHEDULE A

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5.	Appearing at magistrate's hearing	$250.00
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10.	Preparing and filing lien, letter to taxpayer, accounting for funds received.	
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11.	Preparing writ of scire facias sur tax linen in furtherance of sheriff sale of land	$150.00
	Reissuance of writ	$ 25.00
12.	Title search for sheriff sale	Cost item to be paid to title searcher
13.	Taking default judgment	$125.00
14.	Issuance of writ of execution	$750.00
15.	Continuing Sheriff Sale	$ 25.00
16.	Processing NSF checks	$ 25.00
17.	Credit Check	$ 25.00
18.	Filing claim in Bankruptcy	$ 25.00
19.	Filing petition to assess damages or attorney fees	$ 50.00
20.	Attending Sheriff's Sale	$400.00

21. Amending tax liens, trials, pleading for litigation or other legal work not itemized above.
Attorney – Hourly Rate - $200.00 Non Attorney – Hourly Rate - $60.00

THIRTY DAY NOTICE
CERTIFIED MAIL, RETURN RECEIPT REQUESTED, POSTAGE PREPAID

TO: FULL NAME OF EACH TAXPAYER WITH ADDRESS

_____

_____

FROM THE TOWNSHIP OF WILKINS

TYPE(S) OF TAX CLAIM: _____

YEARS INVOLVED:_____

THE PURPOSE OF THIS NOTICE IS TO APPRISE THE TAX PAYER(S) NAMED ABOVE THAT THE TAXES OR MUNICIPAL CLAIMS IDENTIFIED HEREIN ARE NOW DELINQUENT. IT IS THE INTENT OF THE MUNICIPALITY NAMED ABOVE TO IMPOSE ATTORNEY'S FEES ON YOU WHICH ARE INCURRED IN THE COLLECTION OF THE ABOVE TAX. A COPY OF THE ORDINANCE IMPOSING THOSE FEES WITH THE FEE SCHEDULE IS ATTACHED. THESE ATTORNEY'S FEES WILL BEGIN TO ACCRUE AFTER THIRTY (30) DAYS HAVE EXPIRED FROM THE DATE OF THIS NOTICE. YOU CAN AVOID THE IMPOSITION OF SUCH FEES BY PAYING THE DELINQUENT ACCOUNT WHICH IS IDENTIFIED ABOVE. TO DO SO, REMIT PAYMENT TO THE TAX COLLECTOR IDENTIFIED BELOW. A STATEMENT OF YOUR ACCOUNT IS ATTACHED TO THIS NOTICE.

NAME AND ADDRESS OF TAX COLLECTOR:

TOWNSHIP OF WILKINS
C/O MONROEVILLE TAX OFFICE
2700 MONROEVILLE BLVD.
MONROEVILLE, PA 15146-2388

DATE OF THIS NOTICE: _____

SIGNATURE: _____

EXHIBIT B

TEN (10) DAY NOTICE
FIRST CLASS MAIL, POSTAGE PREPAID

TO: FULL NAME OF EACH TAXPAYER WITH ADDRESS:

_____

_____

FROM: THE TOWNSHIP OF WILKINS

TYPE(S) OF TAX/CLAIM: _____
YEARS INVOLVED: _____

THE PURPOSE OF THIS NOTICE IS TO APPRISE THE TAXPAYER(S) NAMED ABOVE THAT THE TAXES OR MUNICIPAL CLAIMS IDENTIFIED HEREIN ARE NOW DELINQUENT. IT IS THE INTENT OF THE MUNICIPALITY NAMED ABOVE TO IMPOSE ATTORNEY'S FEES ON YOU WHICH ARE INCURRED IN THE COLLECTION OF THE ABOVE TAX. A COPY OF THE ORDINANCE IMPOSING THOSE FEES WITH THE FEE SCHEDULE IS ATTACHED. THESE ATTORNEY'S FEES WILL BEGIN TO ACCRUE AFTER TEN (10) DAYS HAVE EXPIRED FROM THE DATE OF THIS NOTICE. YOU CAN AVOID THE IMPOSITION OF SUCH FEES BY PAYING THE DELINQUENT ACCOUNT WHICH IS IDENTIFIED ABOVE. TO DO SO, REMIT PAYMENT TO THE TAX COLLECTOR IDENTIFIED BELOW. A STATEMENT OF YOUR ACCOUNT IS ATTACHED TO THIS NOTICE.

NAME AND ADDRESS OF TAX COLLECTOR:

TOWNSHIP OF WILKINS
C/O MONROEVILLE TAX OFFICE
2700 MONROEVILLE BOULEVARD
MONROEVILLE, PA 15146-2388

DATE OF THIS NOTICE: _____

SIGNATURE: _____

EXHIBIT C

OFFICIAL

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 994

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 156, ARTICLE IV, BUSINESS PRIVILEGE TAX AND ARTICLE V, MERCANTILE LICENSE TAX, PROVIDING FOR THE GENERAL REVENUE BY IMPOSING A MERCANTILE TAX AND BUSINESS PRIVILEGE TAX ON PERSONS WHO ENGAGE IN CERTAIN OCCUPATIONS AND BUSINESSES THEREIN; PROVIDING FOR ITS LEVY AND COLLECTION, PROVIDING FOR THE ISSUANCE OF BUSINESS LICENSES; AND CONFERRING AND IMPOSING POWERS AND DUTIES ON THE TAX COLLECTOR FOR THE TOWNSHIP OF WILKINS; AND IMPOSING INTEREST AND PENALTIES FOR VIOLATIONS THEREOF.

Section 1. Title. This shall be known and may be cited as the "Business Tax Ordinance."

Section 2. Definitions and Word Usage. As used in this Ordinance, unless the context indicates clearly a different meaning, the following words and phrases shall have the meanings set forth below:

BUSINESS – Carrying on or exercising, whether for gain or profit or otherwise, within the Township of Wilkins any trade or business, including but not limited to financial business as hereinafter defined, profession, vocation, service, the rental of personalty and /or realty, construction, communication or commercial activity, making sales to persons or rendering services from or attributable to a Wilkins office or place of business.

"Business" shall not include the following: the business of any political subdivision, any employment for a wage or salary or any business upon which the power to levy a tax is withheld by law.

BUSINESS PRIVILEGE TAX YEAR – The tax year 1980 and each calendar year thereafter.

FINANCIAL BUSINESS – The services and transactions of banks and bankers, trust, credit and investment companies, where not prohibited by law, holding companies, dealers and brokers in money, credits, commercial paper, bonds, notes, securities and stocks, monetary metals, factors and commission merchants.

BUSINESS LICENSE YEAR – The twelve month period beginning on the first day of January and ending on the 31st day of December and each calendar year thereafter.

GROSS RECEIPTS

A. Cash, credits or property of any kind or nature received in or allocable or attributable to the Township of Wilkins from any business or by reason of any sale made, including the resale of goods, wares or merchandise taken by a dealer as a trade-in or as part of payment for other goods, wares or merchandise or services rendered or commercial or business transactions, and within the Township of Wilkins without deduction there from on account of the cost of property sold, materials used, labor service or other cost, interest or discount paid or any other expense.

B. "Gross receipts" shall exclude:
   (1) The amount of any allowance made for goods, ware or merchandise taken by a dealer as a trade-in or as part of payment for other goods, wares and merchandise in the usual and ordinary course of his business.

   (2) In the case of a financial business, the cost of securities and other property sold, exchanged, paid at maturity or redeemed and moneys or credits received in repayment

of advances, credits and loans, but not to exceed the principal amount of such advances, credits and loans, and shall also exclude deposits.

(3) In the case of a broker, any commissions paid by him to another broker on account of a purchase or sales contract initiated, executed or cleared in conjunction with such other broker.

(4) Receipts by dealers from sales to other dealers in the same line where the dealer transfers title or possession at the same price for which he acquired the goods, ware or merchandise as long as said dealers are not the parent or subsidiary organization of the vendor or have no other affiliation or cooperative arrangement with the vendor.

(5) Receipts or that portion thereof attributable to interstate or foreign commerce or to an office of place of business regularly maintained by the taxpayer outside the limits of the Township of Wilkins and not for the purpose of evading payment of this tax and those receipts which the municipality is prohibited from taxing by law. Such receipts shall be segregated as set forth in Section 4(F) of this Ordinance.

C. GROSS VOLUME OF BUSINESS – "GROSS RECEIPTS"
Includes both cash and credit transactions.

LICENSE YEAR – the twelve-month period from January 1st through December 31st.

MERCANTILE TAX YEAR – The tax year of 1980 and each calendar year thereafter.

MUNICIPALITY – The Township of Wilkins.

PERSON – Any natural person, individual, partnership, association or corporation, nonprofit or otherwise. Whenever used in any provision prescribing a fine or a penalty, the word "person," as applied to partnerships, shall mean the partners thereof and, as applied to corporations and unincorporated associations, shall mean the officers thereof.

PLACE OF AMUSEMENT OR ENTERTAINMENT – Any place indoors or outdoors where the general public or a limited or selected number thereof may, upon payment of an established price, attend or engage in any amusement, contest or recreation, including, among other places, theaters, opera houses, motion picture houses, amusement parks, stadiums, arenas, baseball or football parks or fields, skating rinks, circus or carnival tents or grounds, fairgrounds, bowling alleys, billiard or pool rooms, nine- or tenpin alleys, riding academies, golf courses, bathing and swimming places, dance halls, tennis courts, archery, rifle or shotgun ranges and other like places.

RESTAURANT (OR OTHER PLACE WHERE FOOD, DRINK OR REFRESHMENTS ARE SOLD) – Shall not include such facilities of nonprofit corporations and/or beneficial associations which are deemed or considered to be services under either statutory or case law or any other such facility which is exempt by law.

RETAIL DEALER OR RETAIL VENDOR – Any person who is a dealer or vendor of goods, wares and merchandise who is not a wholesale dealer or vendor. The term does no include any exhibitions, amusements, performances or contests conducted by non-profit corporations or associations.

TAX COLLECTOR – The Township of Wilkins or such other person appointed by the Township for the collection of the taxes imposed under this Article.

TAX YEAR – The twelve-month period from January 1st to December 31st.

TEMPORARY, SEASONAL OR ITINERANT BUSINESS – Any business that is conducted at one (1) location for less than sixty (60) consecutive business days.

TOWNSHIP – The Township of Wilkins

WHOLESALE DEALER or WHOLESALE VENDOR – Any person who sells to dealers in, or vendors of goods, wares and merchandise and to no other persons, whether or not such vending or dealing is the primary business activity of such person.

The terms "person," "wholesale dealer," "wholesale vendor," "retail dealer," and "retail vendor" shall not include agencies of the government of the United States or of the Commonwealth of Pennsylvania or any person vending or disposing of articles of his own growth, production or manufacture.

Section 3. License Required: Fees: Posting. For the Mercantile and Business Privilege license year 1980 and annually thereafter, every person desiring to continue to engage in, or hereafter to begin to engage in business including the business of wholesale or retail vendor or dealer in goods, wares and merchandise and any person conducting a restaurant or other place where food, drink or refreshments are sold or place of amusement, whether or not the same is incidental to some other business or occupation, shall, on or before the 15th day of January of each license year, procure a business license upon the payment of a fee of twenty-five dollars ($25) for his place of business or if engaged in both wholesale and retail activities a fee of fifty dollars ($50) for his place of business or, if more than one (1), for each of his places of business in the Township from the Tax Collector as required by law. Such license shall be conspicuously posted at the place of business. A licensee maintaining more than one place of business within the Township shall post a single license at his principal place of business in Wilkins for payment of all locations. Such license shall be valid only for the person to whom issued and shall not be transferable or assignable to any other person. Any person who is in default of payment of any tax, interest or penalty imposed hereunder shall forfeit such license until said tax, interest or penalty is paid in full.

Section 4. Payment at time of filing return: Registration Required. The person applying for the license shall at the time of filing pay the license amount as due thereon to the Tax Collector. Within 30 days of commencing business in Wilkins Township, every person shall forthwith register with the tax collector and set forth his name, address, business address, tax identification number, and the nature of the business activity in which he is engaged. Every person making a business registration shall certify the correctness thereof by affidavit. Such registration shall be made by the completion of an application furnished by the Tax Collector and the payment of a registration fee to be established by the Township. If an individual or business entity conducts business under a fictitious name, such individual or entity shall apply for registration in both the true and fictitious names of the individual and entity and shall list the fictitious name first on the application. Each separate individual or business entity shall apply for a separate registration.

Each person in the Township who leases property, products or services used by a business, as defined in this article, shall file a form with the Township on or before January 15 of each tax year that sets forth the names and present addresses of each of the lessees in the Township during both the preceding tax year and the current tax year. Any person who owns or leases any facility of property used for the purpose of conducting an itinerant business shall supply the Business Tax Receiver with the name and address of every itinerant merchant or promoter leasing or using such property or facility, together with such other information as the Business Tax Receiver may request to establish the nature of the goods or services to be displayed or sold, and the duration of the show. Such information must be provided to the Business Tax Receiver in writing, 45 days prior to the opening of a show.

Section 5. Tax Imposed: Applicability: Rate of Business Privilege Tax: Rate of Mercantile Tax.

A. Every person engaging in any business in the Township of Wilkins beginning with the year 1980 and annually thereafter, shall pay an annual tax at the rate of two (2) mills (.002) on each dollar of volume of the gross annual receipts thereof not subject to the Mercantile tax rate.

B. For the tax year 1980 and annually thereafter, the Township of Wilkins hereby imposes an annual mercantile tax in the manner and at the rates hereinafter set forth. Every person

engaged in any of the following occupations or businesses in the municipality shall pay an annual mercantile tax for each tax year at the rate set forth:

(1) Wholesale vendors or dealers in goods, wares and merchandise: one (1) mill (.001) on each dollar of the volume of the annual gross business transacted by him.

(2) Retail vendors or dealers in goods, wares and merchandise, all persons engaged in conducting restaurants or other places where food, drink or refreshment are sold, whether or not the same is incidental to some other business or occupation, and all persons conducting places of amusement, whether or not the same are incidental to some other business or occupation: one and one-half (1 ½) mills (.0015) on each dollar of the volume of the annual gross business transacted by him.

(3) Wholesale and retail vendors or dealers in goods, wares and merchandise: one (1) mill (.001) on each dollar of the annual gross wholesale business transacted by him; and one and one-half (1 ½) mills (.0015) on each dollar of the volume of the annual gross retail business transacted by him.

C. The tax imposed by this section shall not apply to the dollar volume of annual business covering the resale of goods, wares or merchandise taken by a dealer as a trade-in or part-payment for other goods, wares and merchandise, except to the extent that the resale price exceed the trade-in allowances.

D. Every individual subject to the payment of the business privilege tax hereby imposed and who is also subject to and has paid the Local Service Tax levied by Article III of this chapter, approved September 4, 1968, as amended and supplemented, may deduct said Local Service Tax payment from the amount of tax due and owing under the provisions of this Article.

E. The rates herein set forth are in addition to any mercantile tax or license or business privilege tax which may be imposed by the Woodland Hills School District, and no credit will be given against the tax herein levied for taxes levied by or paid to the Woodland Hills School District.

Section 6. <u>Computation of gross annual receipts or gross volume of business: Filing Returns.</u>

A. Every return shall include the same contents as prescribed on the form available from the Tax Collector. Every person making a return shall certify the correctness thereof by affidavit.

B. Every person who has commenced his business at least one (1) full year prior to the beginning of any tax year shall compute his annual gross receipts OR gross volume of business upon the actual receipts of gross amount of business received by him during the preceding calendar year. On or before the 15th day of April, every person shall file with the Tax Collector a return setting forth his name, his business and business address and such other information as may be necessary in arriving at the actual gross amount of business transacted by him during the preceding calendar year and the amount of the tax due.

C. For a business that started operations in the year preceding the current "tax year" the business shall pay its tax in the current year based on the gross receipts OR gross volume of business upon the actual calendar year receipts or gross amount of business received by him during the preceding calendar year pro-rated to twelve months. The tax shall be paid in full on or before April 15 of the current "tax year."

D. For businesses that started in the current "tax year," the tax shall be based on the "gross volume of business" transacted on the first full month of operation multiplied by the number of full months that the business shall be in operation for the tax year. The business must file and pay the tax by the last day of the month following the first full month of operation. At the end of the year every business that started that year shall submit an amended return to reconcile the estimated tax payment to the tax based upon the calendar

year figure of the gross receipts or volume. If the amount of the tax paid is less than the amended amount due, the business shall remit payment to the Township of Wilkins with the adjusted return on or before April 15 of the year following the first "tax Year" started by the business. If the estimated amount paid is more than the calendar year figure, the business owner shall file an amended return with the Township of Wilkins for an adjustment to credit another tax year or request a refund.

E. Every person when engaged in a business temporary, seasonal or itinerant by its nature shall compute his annual gross receipts OR gross volume of business upon the actual gross receipts or gross volume of business received by him during such tax year. Every person shall, within seven (7) days from the day he completes such business, file a return with the Tax Collector setting forth his name, his business and business address and such information as may be necessary in arriving at the actual gross amount of business transacted by him during such period and the amount of tax due.

F. Where a receipt in its entirety cannot be subjected to the tax imposed by this Ordinance by reason of the provisions of the Constitution of the United States or any other provisions of law; including exemptions within this Ordinance, the tax collector shall establish rules and regulations and methods of allocation and evaluation so that only that part of such receipts which is properly attributable and allocable to the doing of business in the Township of Wilkins shall be taxed hereunder. The tax collector may make such allocation with due regard to the nature of the business concerned on the basis of millage division of the receipt according to the number of jurisdictions in which it may be taxed, the ratio of the value of the property or assets of the taxpayer owned and situated in the Township of Wilkins to the total property or assets of the taxpayer wherever calculated to effect a fair and proper allocation. Every person who ceases to carry on a business during any tax year shall be permitted to apportion his tax for such tax year and shall pay for such tax year an amount to be computed by multiplying his gross receipts from the preceding full calendar year by a fraction who numerator shall be the number of months such person was in business during the tax year and whose denominator shall be twelve (12).

Section 7. Payment at time of filing return. The person making the return shall at the time of making the return pay the amount of tax shown as due thereon to the Tax Collector.

Section 8. Powers and Duties of Tax Collector.

A. It shall be the duty of the Tax Collector to collect and receive the taxes, fines, interest and penalties imposed by this Ordinance. It shall also be his duty to keep a record showing the amount received by him from each person paying the tax and the date of each receipt.

B. The Tax Collector is hereby charged with the administration and enforcement of the provisions of this Ordinance and is hereby empowered to prescribe, adopt, promulgate and enforce rules and regulations relating to any matter pertaining to the administration and enforcement of this Ordinance, including provisions for the reexamination and correction of returns and payments alleged or found to be incorrect or as to which an overpayment is claimed or found to have occurred. Any person aggrieved by any decision of the Tax Collector shall have the right to appeal to a court or courts of competent jurisdiction as in other cases provided.

C. The Tax Collector is hereby authorized to compel the production of books, papers and records and the attendance of all persons before him, whether as parties or witnesses, whom he believes to have knowledge of such receipts and to otherwise administrate and enforce this Ordinance as provided in the document entitled "Business Privilege Tax Ordinance Rules and Regulations Pertaining to Enforcement and Administration," which document is attached hereto, made a part hereof as it may be amended and is marked "Exhibit A."

D. The Tax Collector is hereby authorized to examine the books, papers and records of any taxpayer or supposed taxpayer in order to verify the accuracy of any return made or, if no return was made, to ascertain the tax due. Every such taxpayer, or supposed taxpayer, is

hereby directed and required to give to the Tax Collector the means, facilities and opportunity for such examinations and investigations as are hereby authorized.

E. The Tax Collector is further authorized to delegate any of his authority herein established or contained to other employees of the Township of Wilkins or to accountants, auditors or collectors retained by the Township of Wilkins for the purpose of assisting in the administration of this Ordinance and the enforcement and collection of the taxes imposed hereunder and of the auditing of the accounts of the taxpayers and persons hereunder.

Section 9. Confidential Nature of Returns. Any information gained by the Tax Collector or any other officer, official, agent or employee of the municipality as a result of any returns, investigations, hearings or verifications required or authorized by this Ordinance shall be confidential, except in accordance with proper judicial order or as otherwise provided by law, and divulgence of any information so gained is hereby declared to be a violation of this Ordinance, which may be punished by dismissal from office or employment.

Section 10. Suit for collection: interest and penalties.

A. The Tax Collector may sue for the recovery of taxes due and unpaid under this Ordinance and may enter such suit in the name of the Township of Wilkins.

B. If for any reason the tax is not paid when due in each year, interest at the rate of six percent (6%) per annum on the amount of said tax, and an additional penalty of one-half of one percent (1/2 of 1%) of the amount of the unpaid tax for each month, or fraction thereof, during which the tax remains unpaid, shall be added and collected. Where suit is brought for the recovery of any such tax, the person liable therefore shall, in addition be liable for the costs of collection and the interest and penalties herein imposed.

Section 11. Violations and Penalties. Whoever fails to comply with the provisions of this Ordinance including but not limited to the registration requirement or makes any false or untru statement on his registration or tax return or who refuses to permit inspection of the books, records or accounts of any business in his custody when the right to make such inspection by the Tax Collector is requested and whoever fails or refuses to file a return required by this Ordinance shall, upon conviction in any court of competent jurisdiction, be sentenced to pay a fine of not more than one thousand dollars ($1,000.00), plus costs of prosecution for each offense and, in default of payment of said fine and costs, be imprisoned in Allegheny County Jail for a period not exceed thirty (30) days for each offense. Where the taxpayer is a firm or association, the fine or penalty may be imposed upon any of the partners or members thereof and, in the case of corporations, upon any of the officers thereof. Each day on which any person violates this Article shall be considered as a separate offense and shall be punishable as such as hereinbefore provided.

Section 12. Construal of provisions: severability.

A. Nothing contained in this Ordinance shall be construed to empower the Township of Wilkins to levy and collect the taxes hereby imposed on any person or any business or any portion of any business not within the taxing power of the Township of Wilkins under the Constitution of the United States and the laws of the Commonwealth of Pennsylvania.

B. If the tax, or any portion thereof, imposed upon any person under the provisions of this Ordinance shall be held by any court of competent jurisdiction to be in violation of the Constitution of the United States or of the Commonwealth of Pennsylvania, the decision of the court shall not affect or impair the right to impose the taxes or the validity of the taxes so imposed upon other persons as herein provided.

C. If a final decision of a court of competent jurisdiction holds any provision of this Ordinance, or the application of any provision to any circumstances to be illegal or unconstitutional, the other provisions of this Ordinance, or the application of such provision to other circumstances, shall remain in full force and effect. The intention of the Board of Commissioners is that the provision of this Ordinance shall be severable and that this Ordinance would have been adopted if any such illegal or unconstitutional provisions had not been included.

Section 13. Payment under protest; refunds.

A. The Tax Collector is hereby authorized to accept payment under protest of the amount of mercantile tax or business privilege tax claimed by the municipality in any case where the taxpayer disputes the validity or amount of the municipality's claim for the tax. If it is thereafter judicially determined by a court of competent jurisdiction that the municipality has been overpaid, the amount of the overpayment shall be refunded to the taxpayer. The provisions of this section shall be applicable to cases in which the facts are similar to those in a case litigated in a court of competent jurisdiction.

B. Claims for refunds of taxes erroneously withheld or paid may be filed with the Tax Collector. A claim for refund must be filed within three (3) years of the due date of the return or one (1) year of payment of the tax, whichever is later, which allegedly was filed in error. A claim must be prepared in a manner to be designated by the Tax Collector and must be accompanied by a true copy of the claimant's federal income tax return. The burden of proof of earning is on the taxpayer and must be submitted to the satisfaction of the Tax Collector.

Section 14. Effective Date. This Ordinance shall become effective January 1, 2009 and shall remain in effect thereafter from year to year on a calendar basis.

Section 15. Repealer. Any Ordinance or part of Ordinance conflicting with any provisions of this Ordinance shall be and the same is hereby repealed insofar as the same affects this Ordinance.

ORDAINED AND ENACTED this 12th day of January, 2009

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, Chairman

TOWNSHIP OF WILKINS

ORDINANCE NO. 995

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 156, ARTICLE III, LOCAL SERVICES TAX, PARAGRAPH 156-32, RETURNS, ESTABLISHING A POLICY THAT EMPLOYERS WITH FIFTY (50) EMPLOYEES OR MORE SHALL BE REQUIRED TO ELECTRONICALLY FILE LOCAL PAYROLL WITHHOLDING TAXES.

WHEREAS, the Tax Collector for the Township of Wilkins has experienced an increase in the number of large businesses in the jurisdictions which it has been commissioned or appointed as Local Service Tax Administrator; and

WHEREAS, the Board of Commissioners of the Township of Wilkins seeks to reduce processing and administrative costs associated with manually recording Local Service Tax data of each employee supplied by large employers; and

WHEREAS, the Board of Commissioners of the Township of Wilkins desires to establish a policy that any employer with fifty (50) employees or more shall be required to electronically file local service tax withholding information.

NOW THEREFORE, BE IT ENACTED AND ORDAINED, the 12th day of January, 2008 as follows:

SECTION I. Employers with fifty (50) employees or more shall electronically file their Local Service Tax Forms with the Tax Collector.

SECTION II. The Township Tax Collector shall make available the Local Service Tax Electronic Filing File Layout, and instructions on how to file said credentials. The file layout and instructions shall be available to the public at the Tax Collector's Office and a link provided via the Township's official internet website: www.wilkinstownship.com

SECTION III. Upon receipt of an electronic return, the Tax Collector shall generate an electronic receipt which will be emailed to the employer as evidence of their proof of filing.

SECTION IV. This shall become effective for the 4th Quarter reporting due April 15, 2009.

SECTION V. The tax collector, upon request from an affected taxpayer, may exempt the taxpayer from the electronic filing requirement where it can be proven that

the costs are excessive or other compelling reasons exist to grant an exemption. The exemption is for one year which may be extended by the tax collector following a year to year review.

SECTION VI. Whoever fails to comply with the provisions of this ordinance including but not limited to the registration requirement or makes any false or untrue statement on his registration or tax return or who refuses to permit inspection of the books, records or accounts of any business in his custody when the right to make such inspection by the Tax Collector is requested and whoever fails or refuses to file a return required by this ordinance shall, upon conviction in any court of competent jurisdiction, be sentenced to pay a fine of not more than six hundred dollars ($600.00), plus costs of prosecution for each offense and, in default of payment of said fine and costs, be imprisoned in Allegheny County Jail for a period not exceeding thirty (30) days for each offense. Where the taxpayer is a firm or association, the fine or penalty may be imposed upon any of the partners or members thereof and, in the case of corporations, upon any of the officers thereof. Each day on which any person violates this Article shall be considered as a separate offense and shall be punishable as such as hereinbefore provided.

SECTION VII. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION VIII. 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 or section or parts of this Ordinance. It is hereby declared as the intent 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.

ORDAINED AND ENACTED this 12th day of January, 2009.

ATTEST **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

William G. Wilson, Chairman

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 996

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MUNICIPALITY OF MONROEVILLE TO PROVIDE FOR THE COLLECTION OF MERCANTILE TAXES, BUSINESS PRIVILEGE TAXES AND LOCAL SERVICES TAXES.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(liii) of the First Class Township Code, the Township of Wilkins is authorized to enter into intergovernmental cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, the Wilkins Township Board of Commissioners desires to enter into an Intergovernmental Cooperation Agreement with the Municipality of Monroeville to provide for the collection of Mercantile Taxes, Business Privilege Taxes and Local Service Tax.

NOW THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1. Wilkins Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with the Municipality of Monroeville to provide for the collection of Mercantile Taxes, Business Privilege Taxes and Local Services Tax.

Section 2. The appropriate Wilkins Township officials are hereby authorized to execute said Intergovernmental Cooperation Agreement with the Municipality of Monroeville to provide for the collection of Mercantile Taxes, Business Privilege Taxes and Local Services Tax. A copy of said Agreement is attached hereto and made part of this Ordinance.

Section 3. Repealer. All prior Ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

Section 4. Severability. If any section clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion.

ORDAINED AND ENACTED this 12th day of January, 2009 by the Board of Commissioners of the Township of Wilkins in lawful session duly assembled.

ATTEST

TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

William G. Wilson, Chairman

(seal)

AGREEMENT

THIS AGREEMENT, made the 9th day of December, 2008 by and between: MONROEVILLE TAX OFFICE of the Municipality of Monroeville, 2700 Monroeville Boulevard, Monroeville, Pennsylvania, 15146, hereinafter referred to as "MONROEVILLE,"

A N D

THE TOWNSHIP OF WILKINS, a political subdivision, located at 110 Peffer Road, Turtle Creek, Pennsylvania, 15145, hereinafter referred to as "WILKINS."

WHEREAS, WILKINS has a desire to outsource the collection of the Township's Mercantile Tax, Business Privilege Tax and Local Service Tax; and

WHEREAS, MONROEVILLE is desirous of performing said services for WILKINS and MONROEVILLE has a Tax Office with the capabilities and personnel to collect said taxes.

NOW, THEREFORE, the parties, intending to be legally bound hereby agree as follows:

1. SETUP COSTS – MONROEVILLE shall charge the sum of $5,000.00 for the initial start up costs, and WILKINS agrees to pay for said start up costs as follows:
   a. $2,500.00 upon the signing of this Agreement;
   b. $2,500.00 due on or before April 1, 2009.
2. COLLECTION FEE – MONROEVILLE shall charge a 2% collection fee for the collection of WILKINS' Mercantile Tax, Business Privilege Tax and Local Services Tax for the duration of this Agreement.
3. INITIAL CONTRACT TERM – This contract shall be for a period of three (3) years commencing January 1, 2009 and ending December 31, 2011. This Agreement shall automatically renew for another three (3) year term unless either party gives notice in writing to the other of an intention to terminate the Agreement at least ninety (90) days before the expiration of this Agreement.
4. NEW TAXPAYERS – It is anticipated that MONROEVILLE may discover new taxpayers not on the Tax Roles as of the date of the signing of this Agreement, or discover new tax liabilities as a result of audits conducted by MONROEVILLE on behalf of WILKINS. In such an event, MONROEVILLE shall charge a discovery fee of ten percent (10%) of the new tax revenue generated for the year in which the discovery takes place. Thereafter, the fees paid by WILKINS for the following

years on said taxpayer shall be reduced to the amount set forth in Paragraph 2 of this Agreement.

5. DELINQUENT EXISTING AND NON AUDITED TAXPAYERS – MONROEVILLE shall charge the normal 2% collection fee for said taxpayers; however, should additional costs be incurred by MONROEVILLE, those costs shall be added to the delinquent taxpayer and be kept by MONROEVILLE. Interest and penalties, if any, established by WILKINS for said delinquent taxpayer shall be collected and forwarded to WILKINS by MONROEVILLE.
6. ANNUAL AUDIT – WILKINS shall have the right to annually audit this account by Wilkins Township Auditors at WILKINS' cost and expense.
7. If any section of this Agreement, or any part of any section herein shall be held unlawful, invalid or unenforceable, that part shall be deemed deleted and without prejudice to the lawfulness, validity and enforceability of the remaining sections and parts thereof.
8. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

William G. Wilson, Chairman

ATTEST:

MONROEVILLE TAX OFFICE
MUNICIPALITY OF MONROEVILLE

Patrick J. Fulkerson, Tax Collector

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 997

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP ZONING ORDINANCE, NUMBER 542 OF 1973, AS AMENDED, AND THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, CHAPTER 173, ZONING, TO PROVIDE AN AMENDED DEFINITION OF DWELLING TO ALLOW FOR PERMANENT OCCUPANCY IN ZONING DISTRICTS R-1 THROUGH R-4, RC-1, C-1 AND M, AND TRANSIENT OCCUPANCY IN ZONING DISTRICTS RC-1, C-1 AND M, AND TO PROVIDE FOR A DEFINITION OF PERMANENT OCCUPANCY AND TRANSIENT OCCUPANCY.

Whereas, the Wilkins Township Zoning Ordinance permits the occupancy of a dwelling either permanently or transiently; and

Whereas, the Wilkins Township Zoning Ordinance does not provide definitions of permanent occupancy and transient occupancy.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins, and it is hereby ORDAINED and ENACTED as follows:

Section 1. The definition section of the Township Book of Codified Ordinances, Section 173-7 is amended to include the following definitions:

> Dwelling: Any building which is designed for or occupied in whole or in part as the home, residence or sleeping place of one or more persons either permanently in Zoning District R-1 through R-4 or transiently or permanently in Zoning Districts C-1, RC-1 and M. Notwithstanding the above, the definition of a dwelling shall not preclude the principal occupant/owner or the principal tenant/occupant of a home in Zoning Districts R-1 through R-4 from having any friends or relatives as invited guests.
>
> Transient Occupancy: Any person or persons who occupies a dwelling unit as a sleeping unit which is not their residence or domicile, for not more than thirty (30) days.
>
> Permanent Occupancy: Any occupancy which is not transient occupancy.

Section 2. Severability. If any provision of this Ordinance shall be determined to be unlawful, invalid, void or unenforceable, then that provision shall be considered severable from the remaining provisions of this Ordinance, which shall be in full force and effect.

Section 3. Repealer. Any Resolution or Ordinance or part thereof conflicting with the provisions of this Ordinance is hereby repealed so far as the same affects this Resolution.

ORDAINED and ENACTED on this 13TH day of July, 2009.

ATTEST:

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

By: William S. Wilson
William Wilson, Chairman

TOWNSHIP OF WILKINS

Commonwealth of Pennsylvania

Ordinance No. 998

THIRD AMENDMENT TO THE
TOWNSHIP OF WILKINS POLICE PENSION PLAN

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF EMPLOYEES PENSION, ANNUITY, INSURANCE AND BENEFIT FUND OR FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE POLICE EMPLOYEES OF SAID TOWNSHIP.

WHEREAS, the Township of Wilkins (the "Township") has previously enacted an Ordinance establishing the Wilkins Township Police Pension Plan (the "Plan"); and

WHEREAS, the Plan was totally amended and restated effective February 1, 2002; and

WHEREAS, the Township reserved the right to amend the Plan pursuant to Section 10.01; and

WHEREAS, THE Township now desires the Plan to be further amended.

NOW THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted by authority of same:

Effective January 1, 2007, section 1.17(e) shall be amended to as follows:

1.17 "Employment" shall mean for the purpose of determining Aggregate Service:

(e) Any period of qualified military service as determined under the requirements of chapter 43 of title 38, United States Code, provided that the Participant returns to Employment following such period of qualified military service, and the Participant makes payment to the Plan in an amount equal to the Participant Contributions that would otherwise have been paid to the Plan during such period of qualified military service. The amount of Participant Contributions shall be based upon an estimate of the Compensation that would have been paid to the Participant during such period of qualified military service as determined by the average Compensation paid to the Participant during the twelve (12) months immediately preceding the period of qualified military service. The amount of Participant Contributions calculated must be paid into the Plan before the end of the period that begins on the date of reemployment and ends on the earlier of the date that ends the period that has a duration of three (3) times the period of qualified military service or the date that is five (5) years after the date of reemployment;

Any period of voluntary or involuntary military service with the armed forces of the United States of America not to exceed a total of three (3) years which occurred prior to the date on which a Participant first became employed as an Employee of the Employer, provided that the Participant shall purchase such credit and that such Participant is not entitled to receive, eligible to receive or is receiving retirement benefits for such military service under a retirement system administered and wholly or partially paid for by any other governmental agency except military retirement pay earned by a combination of active and non-active duty with a reserve or national guard component of the armed forces which is payable upon the attainment of a specified age and period of service under 10 U.S.C. Ch. 67 (relating to retired pay for non-regular service). The purchase price for such service shall be computed by multiplying the average normal cost rate for the Plan as certified by the Public Employee Retirement Commission and not to exceed ten percent (10%) times the Participant's average annual rate of Compensation during the first three (3) years of Employment and multiplying the result times the number of years and fractions thereof being purchased. Interest shall be paid at a rate of four and three quarters percent (4.75%) compounded annually from the first date of Employment to the date of payment.

ORDAINED AND ENACTED this 10th day of August, 2009.

ATTEST:

TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

William G. Wilson, Chairman

TOWNSHIP OF WILKINS

Commonwealth of Pennsylvania

Ordinance No. 999

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 124, PROPERTY MAINTENANCE, TO PROVIDE A HEIGHT LIMITATION FOR WEEDS OR PLANT GROWTH.

WHEREAS, on May 22, 2006, the Board of Commissioners of the Township of Wilkins enacted Ordinance No. 976 which amended Chapter 124 of the Wilkins Township Codified Book of Ordinances, Property Maintenance to adopt the 2003 International Property Maintenance Code and add regulations governing requirements for the procurement of occupancy permits prior to transfer or re-occupancy of one and two family dwelling units, multi-family dwellings and commercial establishments, creating inspection requirements for these establishments and setting fees for occupancy permits; and

WHEREAS, the Board of Commissioners of the Township of Wilkins desires to amend Chapter 124 of the Wilkins Township Codified Book of Ordinances, Property Maintenance, to add a height limitation for weeds or plant growth in order to maintain, preserve and protect the public health, safety and welfare.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby ordains and enacts as follows, incorporating the above recitals by reference:

SECTION 1. Section 124-2 of Chapter 124 of the Wilkins Township Codified Book of Ordinances, Property Maintenance, is amended as follows:

S. Section 302.4: §302.4 is amended by restating the first paragraph of the Section as follows:

> 302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 8 inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

SECTION 2. All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

SECTION 3. This Ordinance shall take effect in accordance with applicable law.

ORDAINED AND ENACTED this 10th day of August, 2009.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, Chairman

TOWNSHIP OF WILKINS

ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1000

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE ZONING CODE, ORDINANCE 542 OF 1973, AS AMENDED AND THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, TO PROVIDE FOR OIL AND GAS WELL DRILLING AS A CONDITIONAL USE IN THE MANUFACTURING (M) ZONING DISTRICT SUBJECT TO VARIOUS CONDITIONS.

WHEREAS, the Pennsylvania Supreme Court in the case of Huntley & Huntley v. the Borough of Oakmont, et al (decided February 2009) held that municipalities retain the right to regulate zoning for gas and oil wells; and

WHEREAS, the Township of Wilkins Zoning Ordinance does not regulate oil and gas well drilling.

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Board of Commissioners of the Township of Wilkins and it is hereby **ORDAINED** and **ENACTED** as follows:

Section 1. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 173, Zoning, Article II, Definitions and Word Usage, Section 173-7, Definitions, is hereby amended by adding those definitions generally found in the Oil and Gas Act 58 P.S. §601.101-601.605, as amended, and specifically the following definitions:

GAS: Any fluid, either combustible or noncombustible, which is produced in a natural state from the earth and which maintains a gaseous or rarefied state at standard temperature of 60 degrees Fahrenheit and pressure 14.7 PSIA, any manufactured gas, any byproduct gas or any mixture of gasses.

OIL OR PETROLEUM: Hydrocarbons in liquid form at standard temperature of 60 degrees Fahrenheit and pressure 14.7 PSIA.

WELL: A bore hole drilled or being drilled for the purpose of or to be used for producing, extracting or injecting any gas, petroleum or other liquid related to oil or gas production or storage, including brine disposal, but excluding bore holes drilled to produce potable water to be used as such. The term well does not include a bore hole drilled or being drilled for the purpose of or to be used for systems of monitoring producing or extracting gas from solid waste disposal facilities, as long as the wells are subject to the Act of July 7, 1980 (P.L. 380, No. 97), known as the Solid Waste Management Act, and do not penetrate a workable coal seam. The term also does not include a bore hole drilled or being drilled for the purpose of or to be used for degasifying coal seams if the following conditions are satisfied:

1. The bore hole is used to vent methane to the outside atmosphere from an operating coal mine; and

2. The bore hole is regulated as part of the mining permit pursuant to the Act of June 22, 1937 (P.O. 1987, No. 394) known as The Clean Streams Law, and the act of May 31, 1945 (P.L. 1198, No. 418), known as the Surface Mining Conservation and Reclamation Act; and

3. The bore hole is drilled by the operator of the operating coal mine for the purpose of increased safety; or

4. The bore hole is used to vent methane to the outside atmosphere pursuant to a State of Federal funded abandoned mine reclamation project.

WELL OPERATOR OR OPERATOR: The person designated as the well operator or operator on the permit application or well registration. Where a permit or registration was not issued, the term shall mean any person who locates, drills, operates, alters or

plugs any well or reconditions any well with the purpose of production there from. In cases where a well is used in connection with the underground storage of gas, the term also means a storage operator.

Section 2. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 173, Zoning, Article III, District Regulations, Section 173-11, Conditional uses, Paragraph G, Manufacturing District, is hereby amended as follows:

"G. M-Manufacturing District. Conditional uses shall be as follows: any use not prohibited by ordinance and not specifically permitted in any district by the Zoning Ordinance, and specifically including Gas and Oil Well Drilling."

Section 4. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 173, Zoning, Article VI, Conditional Uses, Section 173-49, Criteria for Approval, is hereby amended by adding Paragraph "L," and subparagraphs (1)-(16) inclusive as follows:

"L. Gas and Oil well drilling in the M Zoning District, under the following conditions:

(1) A copy of the Permit Application submitted to the Pennsylvania Department of Environmental Protection (Pa DEP) shall be submitted with the application for conditional use approval;

(2) A property survey shall be submitted demonstrating the following information:
   (a) the proposed location of the well or wells;
   (b) the proposed means of access to the well or wells;
   (c) the proposed gathering or transmission lines;
   (d) the distance from any existing structures on the subject property or the immediately adjacent properties; and
   (e) location of local water supply wells or systems.

(3) The Applicant shall provide logs or other documentation showing the estimated deepest fresh groundwater;

(4) Information shall be provided regarding the estimated depths of the proposed wells and the expected surface pressure and measures to be taken to control the expected pressure;

(5) The Applicant shall indicate whether a pre-alteration or pre-drilling survey is to be conducted;

(6) A site specific erosion and sedimentation control plan shall be submitted;

(7) As part of the emergency response plan required by Subparagraph (8) below, the applicant shall provide the Township with a copy of the control and disposal plan for any expected fluids or solids encountered during the drilling and production stages indicating the following:

   (a) The size and location of a storage pit for any material emanating from the well during drilling and site restoration;
   (b) The size and location of any tankage designed for the site, as well as dikes for spill containment of said tank during well production; and
   (c) Methods of oil separation and removal of all solids or liquid by-products, including oil, from the site during production, if applicable.

   Any information that is not available at the time of application shall be submitted as an addendum to the emergency response plan.

(8) The Applicant shall submit an emergency response plan to the Township and provide training for the local fire companies, providing, at a minimum, the recommended first response by fire companies to address the following:

   (a) Well leakage;
   (b) Spill containment;

(c) Vandalism creating unknown conditions;
(d) Defective casing or cementing;
(e) Potential contamination between the well and the public water supply; and
(f) Control and disposal plan required by Paragraph Seven (7) above.

(9) The applicant shall provide certification that a Bond is held by the Pennsylvania Department of Environmental Protection to ensure proper plugging when the well is classified as inactive by the Pennsylvania Department of Environmental Protection.

(10)The applicant shall provide a schedule indicating the following dates:

(a) Site preparation to begin and end;
(b) Anticipated drilling activity to begin and end;
(c) Anticipated completion (perforating) work to begin and end;
(d) Anticipated stimulation (fracturing) work to begin and end;
(e) Anticipated production work to begin and end; and
(f) Anticipated plugging dates.

(11) Adequate security measures shall be proposed, if warranted by the character of surrounding development.

(12)The access road to the well site shall be secured by a locked gate and means of access shall be provided to the Township Police and Fire Departments for emergency response.

(13) The access road to the well site shall be improved with a dust-free, all weather surface in such a manner that no water, sediments or debris will be carried onto any public street.

(14)An offstreet area for maintenance vehicles to stand while gaining entrance to the access road shall be provided that does not disrupt the normal flow of traffic on the public street.

(15)All piping for transportation from the well to the transmission lines shall be placed underground to a minimum depth of three (3) feet, except for fixtures and appurtenances.

(16)The Township Commissioners shall require a performance bond in the amount of Ten Thousand ($10,000.00) Dollars to guarantee installation of the access road, fencing, gate and any other features not otherwise bonded by the Pennsylvania Department of Environmental Protection required by the Township Zoning Ordinance or as a condition of conditional use approval."

Section 5. 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 6. Repealer. Any Ordinance or part of an Ordinance in conflict herewith is hereby repealed.

ORDAINED and **ENACTED** on this 26TH day of October, 2009.

ATTEST:
Rebecca Bradley
Rebecca Bradley, Manager

TOWNSHIP OF WILKINS
William G. Wilson
William G. Wilson, Chairman

TOWNSHIP OF WILKINS

ORDINANCE NO. 1001

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2010 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2010.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2010 is $5,673,000

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2010 Budget Summary Expenses (General Fund)

General Government	$681,200
Public Safety	$2,037,000
Sanitation	$419,700
Public Works	$1,109,200
Recreation	$62,200
Debt Service	$ 0
Intergovernmental	$6,000
Refunds	$15,300
Interfund Transfers	$1,342,400
Total Expenses	**$5,673,000**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2010 as follows:

1. Tax rate for general revenue purposes, the sum of 4.513 mills on each dollar of assessed valuation, or the sum of .4513 cents on each one hundred ($100) dollars of assessed valuation.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied

by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2010.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township Township of Wilkins at a duly assembled public meeting held on the 14th day of December, 2009

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

William G. Wilson
President, Board of Commissioners

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 1002

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE BOROUGH OF CHURCHILL AND THE BOROUGH OF FOREST HILLS FOR THE PURPOSE OF ADMINISTERING A GRANT RECEIVED THROUGH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, URBAN DEVELOPMENT PROGRAM.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(liii) of the First Class Township Code, the Township of Wilkins is authorized to enter into joint cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, the Wilkins Township Board of Commissioners desires to enter into an Intergovernmental Cooperation Agreement with the Borough of Churchill ("Churchill") and the Borough of Forest Hills ("Forest Hills") for the purpose of administering a grant received through the Commonwealth of Pennsylvania, Department of Community and Economic Development, Urban Development Program.

NOW, THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1: Wilkins Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with Churchill and Forest Hills for the purpose of administering a grant received through the Commonwealth of Pennsylvania, Department of Community and Economic Development, Urban Development Program.

Section 2: The appropriate Wilkins Township officials are hereby authorized to execute said Intergovernmental Cooperation Agreement with Churchill and Forest Hills for the purpose of administering a grant received through the Commonwealth of Pennsylvania, Department of Community and Economic Development, Urban Development Program, and to take any and all actions necessary to effectuate the same.

Section 3: All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED and ENACTED this 8th day of February, 2010 by the Board of Commissioners of the Township of Wilkins in lawful session duly assembled.

ATTEST:

Rebecca Bradley
Rebecca Bradley
Manger/Secretary

(Seal)

WILKINS TOWNSHIP

By Sylvia J. Martinelli
Sylvia J. Martinelli
Chairman

THIS AGREEMENT, made and entered into this _____ day of _____, 2010,

BY AND BETWEEN

THE TOWNSHIP OF WILKINS (hereinafter referred to as "Wilkins"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Board of Commissioners;

AND

THE BOROUGH OF CHURCHILL (hereinafter referred to as "Churchill"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council.

AND

THE BOROUGH OF FOREST HILLS (hereinafter referred to as "Forest Hills"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Borough Council.

WITNESSETH:

WHEREAS, this Agreement is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq., as amended, Section 1202(34) of the Borough Code, 53 P.S. §46202(34), as amended and Section 1507 of the First Class Township Code, 53 P.S. §56533, as amended; and

WHEREAS, grant funds were applied for and received through the Commonwealth of Pennsylvania Department of Community and Economic Development, Urban Development Program to provide funding in the amount of $50,000 for the purchase and installation of laptop computers for police vehicles; and

WHEREAS, Churchill, Forest Hills and Wilkins entered into a Memorandum of Understanding ("MOU") dated December 11, 2008, a true and correct copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, on February 8, 2010, the Board of Commissioners of the Township of Wilkins enacted Ordinance No. 1002, which authorized Wilkins Township to enter into this Agreement; and

WHEREAS, on _____, the Borough Council of Churchill enacted Ordinance No. ____, which authorized Churchill to enter into this Agreement; and

WHEREAS, on _____, the Borough Council of Forest Hills enacted Ordinance No. ____, which authorized Forest Hills to enter into this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and intending to be legally bound thereby, Wilkins, Churchill and Forest Hills do hereby covenant and agree to enter into the following Agreement for the purpose of administering the grant funding received through the Commonwealth of Pennsylvania, Department of

Community and Economic Development, Urban Development Program, incorporating the above recitals by reference:

1. Churchill, Forest Hills and Wilkins agree that the Township of Wilkins shall act on behalf of all municipalities for the execution and administration of the grant agreement.

2. The grant proceeds will be shared as follows:

Municipality	**Percent Allocation**	**Dollar Amount**
Churchill Borough	29.50%	$14,750
Forest Hills Borough	29.50%	$14,750
Wilkins Township	41.00%	$20,500

3. This Agreement shall terminate upon the expiration of the grant including any extensions that may be granted.

4. Churchill, Forest Hills and Wilkins agree to take any and all actions necessary to effectuate this Agreement.

5. In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

6. Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below.

CHURCHILL
Craig Robinson, Borough Manager
Churchill Borough
2300 William Penn Highway
Pittsburgh, PA 15235

FOREST HILLS:
Steven J. Morus, Borough Manager
Forest Hills Borough
2071 Ardmore Boulevard
Pittsburgh, PA 15221

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

Any party may change its address by notice to the other. Notices shall be deemed received two days after mailing.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Churchill has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Forest Hills has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper

municipal officials and Wilkins has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials on the day and year written above.

ATTEST:

BOROUGH OF CHURCHILL

_____
Craig Robinson
Borough Manager/Secretary
(SEAL)

By_____
_____
President, Borough Council

ATTEST:

BOROUGH OF FOREST HILLS

_____
Steven J. Morus
Borough Manager/Secretary
(SEAL)

By_____
_____
President, Borough Council

ATTEST:

TOWNSHIP OF WILKINS

Rebecca Bradley
Rebecca Bradley
Township Manager/Secretary
(SEAL)

By Sylvia J. Martinelli
Sylvia J. Martinelli
Chairperson, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 11th day of December, 2008 by and between the Borough of Churchill (hereinafter referred to as "Churchill"), the Borough of Forest Hills (hereinafter referred to as "Forest Hills") and the Township of Wilkins (hereinafter referred to as "Wilkins").

WHEREAS, Churchill, Forest Hills and Wilkins Police Departments maintain in-car laptops in the pursuit of their public service; and

WHEREAS, the Chiefs of Police of Churchill, Forest Hills and Wilkins have each expressed a need to replace these in-car computers due to age, inefficiency and incompatibility with the proposed Allegheny County Emergency Services Computer Aided Dispatch Systems; and

WHEREAS, grant funds are available through the Commonwealth of Pennsylvania Department of Community and Economic Development (DCED) to fund the purchase of laptop computers for police vehicles; and

WHEREAS, Churchill, Forest Hills and Wilkins desire to enter into an agreement to jointly apply for funds through the DCED.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, Churchill, Forest Hills and Wilkins do hereby covenant and agree to jointly submit an application to the DCED to fund the purchase of laptop computers for police vehicles as follows, incorporating the above recitals by reference:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this ___ day of _____, 2008 by and between the Borough of Chartiers (hereinafter referred to as "Chartiers"), the Borough of Green Hills (hereinafter referred to as "Green Hills") and the Township of Valley (hereinafter referred to as "Valley").

WHEREAS, Chartiers, Green Hills and Valley (hereinafter collectively "the parties") desire to cooperate in the provision of their public services; and

WHEREAS, the Chiefs of Police of Chartiers, Green Hills and Valley have each expressed a need to replace their lower capacity due to age, inefficiency and incompatibility with the previously adopted County emergency services frequency of the Greater Pittsburgh area; and

WHEREAS, grant funds are available through the Commonwealth of Pennsylvania Department of Community and Economic Development (DCED) to fund the purchase of higher capacity equipment for police vehicles; and

WHEREAS, Chartiers, Green Hills and Valley desire to enter into an agreement to jointly apply for funds through the DCED.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, Chartiers, Green Hills and Valley do hereby covenant and agree to jointly submit an application to the DCED to fund the purchase of higher capacity equipment for police vehicles as follows, incorporating the above recitals by reference:

1. Churchill, Forest Hills and Wilkins agree that Wilkins shall be responsible for preparing and submitting the required grant application and all associated materials as required by DCED; and shall act on behalf of all municipalities for the execution and administration of the grant agreement.

2. If received, it is agreed that the grant proceeds shall be shared based upon the following formula between the three municipalities:

Municipality	Hardware / Technical Support	Cost	Percent
Churchill	5 Laptop Computers @ $2,980.44	$14,902.20	
	5 Adaptors @ $119.99	$ 599.95	
	5 Installations @ $95.00	$ 475.00	
		$15,977.15	29.50%
Forest Hills	5 Laptop Computers @ $,2980.44	$14,902.20	
	5 Adaptors @ $119.99	$ 599.95	
	5 Installations @ $95.00	$ 475.00	
		$15,977.15	29.50%
Wilkins	7 Laptop Computers @ $2,980.44	$20,863.08	
	7 Adaptors @ $119.99	$ 839.93	
	7 Installations @ $95.00	$ 665.00	
		$22,368.01	41.00%

3. This MOU shall terminate upon the expiration of the grant including any extensions that may be granted.

4. Churchill, Forest Hills and Wilkins agree to take any and all actions necessary to effectuate this MOU, including but not limited to the appropriate applications and resolutions to obtain grant funding from the DCED.

5. In the event that any provision or portion of this MOU is found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this MOU shall not affect the validity or enforceability of any other provision or portion of this MOU.

2. Counsel, Power Hills and Valline agree that within [illegible] days they are responsible for preparing and submitting the required grant application and all associated documents as required by MCDC and shall act on behalf of all municipalities for the execution and administration of the grant agreement.

3. If required, it is agreed that the grant proceeds shall be shared based upon the following formula between the three municipalities:

Municipality	Grant Allocation Breakdown	Grant	Percent
Lunardi	3 laptop Computers @ $2,[illegible]	$[illegible]	[illegible]
	3 Adapters @ $[illegible]	$ [illegible]	
	3 Installations @ $[illegible]	$ [illegible]	
		$[illegible]	[illegible]
Potter Hills	3 laptop Computers @ $2,[illegible]	$[illegible]	[illegible]
	3 Adapters @ $[illegible]	$ [illegible]	
	3 Installations @ $[illegible]	$ [illegible]	
		$[illegible]	[illegible]
Valline	7 laptop Computers @ $2,[illegible]	$[illegible]	[illegible]
	7 Adapters @ $[illegible]	$ [illegible]	
	7 Installations @ $[illegible]	$ [illegible]	
		$[illegible]	[illegible]

4. This MOU shall continue upon the expiration of the grant including any extensions that may be granted.

5. Therefore, Power Hills and Valline agree to take any and all actions necessary to effectuate the MOU, including but not limited to the appropriate applications and documents to obtain grant funding from the DCCD.

6. In the event that any provision or portion of this MOU is found to be in-valid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this MOU shall not affect the validity or enforceability of any other provision or portion of this MOU.

6. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

CHURCHILL BOROUGH:	Craig Robinson, Borough Manager 2300 William Penn Highway Pittsburgh, PA 15235
FOREST HILLS BOROUGH:	Steven J. Morus, Borough Manager 2071 Ardmore Boulevard Pittsburgh, PA 15221
WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Churchill has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, Forest Hills has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Wilkins has caused this MOU to be duly executed and its seal affixed and duly attested by it proper municipal officials on the day and year first written above.

ATTEST:

Craig Robinson, Manager

(Seal)

BOROUGH OF CHURCHILL

Council President

ATTEST:

Steven J. Morus, Manager

(Seal)

BOROUGH OF FOREST HILLS

Council President

ATTEST:

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS

President, Board of Commissioners

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 1002

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE BOROUGH OF CHURCHILL AND THE BOROUGH OF FOREST HILLS FOR THE PURPOSE OF ADMINISTERING A GRANT RECEIVED THROUGH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, URBAN DEVELOPMENT PROGRAM.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(liii) of the First Class Township Code, the Township of Wilkins is authorized to enter into joint cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, the Wilkins Township Board of Commissioners desires to enter into an Intergovernmental Cooperation Agreement with the Borough of Churchill ("Churchill") and the Borough of Forest Hills ("Forest Hills") for the purpose of administering a grant received through the Commonwealth of Pennsylvania, Department of Community and Economic Development, Urban Development Program.

NOW, THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1: Wilkins Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with Churchill and Forest Hills for the purpose of administering a grant received through the Commonwealth of Pennsylvania, Department of Community and Economic Development, Urban Development Program.

Section 2: The appropriate Wilkins Township officials are l
Intergovernmental Cooperation Agreement with Churchill and
administering a grant received through the Commonwealth of Penn
and Economic Development, Urban Development Program, and to t
effectuate the same.

Section 3: All prior ordinances are hereby repealed in whol
herewith.

ORDAINED and ENACTED this 8th day of February, 2010 b

Mac - This is an original Intergov. Agree. btw. Wilkins, Churchill & Forest Hills. Please put it in the Ordinance book - Ordinance 1002

Township of Wilkins in lawful session duly assembled.

ATTEST:

Rebecca Bradley
Manger/Secretary

(Seal)

WILKINS TOWNSHIP

By _____
Sylvia J. Martinelli
Chairman

THIS AGREEMENT, made and entered into this 8TH day of February, 2010,

BY AND BETWEEN

THE TOWNSHIP OF WILKINS (hereinafter referred to as "Wilkins"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Board of Commissioners;

AND

THE BOROUGH OF CHURCHILL (hereinafter referred to as "Churchill"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council.

AND

THE BOROUGH OF FOREST HILLS (hereinafter referred to as "Forest Hills"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Borough Council.

WITNESSETH:

WHEREAS, this Agreement is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq., as amended, Section 1202(34) of the Borough Code, 53 P.S. §46202(34), as amended and Section 1507 of the First Class Township Code, 53 P.S. §56533, as amended; and

WHEREAS, grant funds were applied for and received through the Commonwealth of Pennsylvania Department of Community and Economic Development, Urban Development Program to provide funding in the amount of $50,000 for the purchase and installation of laptop computers for police vehicles; and

WHEREAS, Churchill, Forest Hills and Wilkins entered into a Memorandum of Understanding ("MOU") dated December 11, 2008, a true and correct copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, on February 8, 2010, the Board of Commissioners of the Township of

THIS AGREEMENT, made and entered into this 8th day of February, 2010,

BY AND BETWEEN

THE TOWNSHIP OF WILKINS (hereinafter referred to as "Wilkins"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Board of Commissioners;

AND

THE BOROUGH OF CHURCHILL (hereinafter referred to as "Churchill"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Council;

AND

THE BOROUGH OF FOREST HILLS (hereinafter referred to as "Forest Hills"), a municipal corporation and political subdivision of the Commonwealth of Pennsylvania located in the County of Allegheny, by and through its Borough Council.

WITNESSETH:

WHEREAS, this Agreement is entered into under the authority of the Intergovernmental Cooperation Act, 53 Pa.C.S.A. §2301 et seq., as amended, Section 1311(34) of the Borough Code, 53 P.S. §46202(34), as amended and Section 1501 of the First Class Township Code, 53 P.S. §65.23, as amended; and

WHEREAS, grant funds were applied for and received through the Commonwealth of Pennsylvania Department of Community and Economic Development, Urban Development Program to provide funding in the amount of $30,000 for the purchase and installation of laptop computers for police vehicles; and

WHEREAS, Churchill, Forest Hills and Wilkins entered into a Memorandum of Understanding ("MOU") dated December 11, 2003, a true and correct copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, on February 8, 2010, the Board of Commissioners of the Township of

Wilkins enacted Ordinance No. 1002, which authorized Wilkins Township to enter into this Agreement; and

WHEREAS, on February 8, 2010, the Borough Council of Churchill enacted Ordinance No. 712, which authorized Churchill to enter into this Agreement; and

WHEREAS, on January 20, 2010, the Borough Council of Forest Hills enacted Ordinance No. 996, which authorized Forest Hills to enter into this Agreement.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and intending to be legally bound thereby, Wilkins, Churchill and Forest Hills do hereby covenant and agree to enter into the following Agreement for the purpose of administering the grant funding received through the Commonwealth of Pennsylvania, Department of Community and Economic Development, Urban Development Program, incorporating the above recitals by reference:

1. Churchill, Forest Hills and Wilkins agree that the Township of Wilkins shall act on behalf of all municipalities for the execution and administration of the grant agreement.

2. The grant proceeds will be shared as follows:

Municipality	**Percent Allocation**	**Dollar Amount**
Churchill Borough	29.50%	$14,750
Forest Hills Borough	29.50%	$14,750
Wilkins Township	41.00%	$20,500

3. This Agreement shall terminate upon the expiration of the grant including any extensions that may be granted.

4. Churchill, Forest Hills and Wilkins agree to take any and all actions necessary to effectuate this Agreement.

5. In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this Agreement shall not affect the validity or enforceability of any other provision or portion of this Agreement.

6. Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below.

CHURCHILL	Craig Robinson, Borough Manager Churchill Borough 2300 William Penn Highway Pittsburgh, PA 15235
FOREST HILLS:	Steven J. Morus, Borough Manager Forest Hills Borough 2071 Ardmore Boulevard Pittsburgh, PA 15221
WILKINS:	Rebecca Bradley, Township Manager Township of Wilkins 110 Peffer Road Turtle Creek, PA 15145

Any party may change its address by notice to the other. Notices shall be deemed received two days after mailing.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Churchill has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Forest Hills has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials and Wilkins has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials on the day and year written above.

ATTEST:

Craig Robinson
Borough Manager/Secretary

(SEAL)

BOROUGH OF CHURCHILL

By_____
Thomas P. Cantlred
President, Borough Council

6. Any notices required by this Agreement shall be in writing and shall be sent certified mail, postage paid, return receipt requested, to the address, as appropriate, listed below:

CHURCHILL: Gene Robinson, Borough Manager
Churchill Borough
2300 William Penn Highway
Pittsburgh, PA 15235

FOREST HILLS: Steven J. Morris, Borough Manager
Forest Hills Borough
2071 Ardmore Boulevard
Pittsburgh, PA 15221

WILKINS: Rebecca Bradley, Township Manager
Township of Wilkins
110 Pettit Road
Turtle Creek, PA 15145

Any party may change its address by notice to the other. Notices shall be deemed received two days after mailing.

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Churchill has caused this Agreement to be duly executed and its seal and duly attested by its proper municipal officials, and Forest Hills has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials and Wilkins has caused this Agreement to be duly executed and its seal affixed and duly attested by its proper municipal officials on the day and year written above.

ATTEST: BOROUGH OF CHURCHILL

By: _____

_____ _____
Secretary President, Borough Council

BOROUGH OF FOREST HILLS

_____
Secretary

ATTEST:

Steven J. Morus
Borough Manager/Secretary

(SEAL)

BOROUGH OF FOREST HILLS

By FRANK PORCO
President, Borough Council

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(SEAL)

TOWNSHIP OF WILKINS

By Sylvia J. Martinelli
Chairperson, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 11th day of December, 2008 by and between the Borough of Churchill (hereinafter referred to as "Churchill"), the Borough of Forest Hills (hereinafter referred to as "Forest Hills") and the Township of Wilkins (hereinafter referred to as "Wilkins").

WHEREAS, Churchill, Forest Hills and Wilkins Police Departments maintain in-car laptops in the pursuit of their public service; and

WHEREAS, the Chiefs of Police of Churchill, Forest Hills and Wilkins have each expressed a need to replace these in-car computers due to age, inefficiency and incompatibility with the proposed Allegheny County Emergency Services Computer Aided Dispatch Systems; and

WHEREAS, grant funds are available through the Commonwealth of Pennsylvania Department of Community and Economic Development (DCED) to fund the purchase of laptop computers for police vehicles; and

WHEREAS, Churchill, Forest Hills and Wilkins desire to enter into an agreement to jointly apply for funds through the DCED.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, Churchill, Forest Hills and Wilkins do hereby covenant and agree to jointly submit an application to the DCED to fund the purchase of laptop computers for police vehicles as follows, incorporating the above recitals by reference:

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 11th day of December, 2006 by and between the Borough of Churchill (hereinafter referred to as "Churchill"), the Borough of Forest Hills (hereinafter referred to as "Forest Hills") and the Township of Wilkins (hereinafter referred to as "Wilkins").

WHEREAS, Churchill, Forest Hills and Wilkins Police Departments maintain in-car laptops in the pursuit of their public service; and

WHEREAS, the Chiefs of Police of Churchill, Forest Hills and Wilkins have been expressed a need to replace their in-car computers due to age, inefficiency and incompatibility with the proposed Allegheny County Emergency Services Computer Aided Dispatch systems; and

WHEREAS, grant funds are available through the Commonwealth of Pennsylvania Department of Community and Economic Development (DCED) to fund the purchase of laptop computers for police vehicles; and

WHEREAS, Churchill, Forest Hills and Wilkins desire to enter into an agreement to jointly apply for funds through the DCED.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, Churchill, Forest Hills and Wilkins do hereby covenant and agree to jointly submit an application to the DCED to fund the purchase of laptop computers for police vehicles as follows, incorporating the above recitals by reference:

1. Churchill, Forest Hills and Wilkins agree that Wilkins shall be responsible for preparing and submitting the required grant application and all associated materials as required by DCED; and shall act on behalf of all municipalities for the execution and administration of the grant agreement.

2. If received, it is agreed that the grant proceeds shall be shared based upon the following formula between the three municipalities:

Municipality	Hardware / Technical Support	Cost	Percent
Churchill	5 Laptop Computers @ $2,980.44	$14,902.20	
	5 Adaptors @ $119.99	$ 599.95	
	5 Installations @ $95.00	$ 475.00	
		$15,977.15	29.50%
Forest Hills	5 Laptop Computers @ $,2980.44	$14,902.20	
	5 Adaptors @ $119.99	$ 599.95	
	5 Installations @ $95.00	$ 475.00	
		$15,977.15	29.50%
Wilkins	7 Laptop Computers @ $2,980.44	$20,863.08	
	7 Adaptors @ $119.99	$ 839.93	
	7 Installations @ $95.00	$ 665.00	
		$22,368.01	41.00%

3. This MOU shall terminate upon the expiration of the grant including any extensions that may be granted.

4. Churchill, Forest Hills and Wilkins agree to take any and all actions necessary to effectuate this MOU, including but not limited to the appropriate applications and resolutions to obtain grant funding from the DCED.

5. In the event that any provision or portion of this MOU is found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this MOU shall not affect the validity or enforceability of any other provision or portion of this MOU.

1. Churchill, Forest Hills and Williams agree that Williams shall be responsible for preparing and submitting the required grant application and all associated materials as required by DCED, and shall act on behalf of all municipalities for the execution and administration of the grant agreement.

2. If received, it is agreed that the grant proceeds shall be shared based upon the following formula between the three municipalities:

Municipality	Hardware / Technical Support	Cost	Percent
Churchill	5 Laptop Computers @ $2,980.44	$14,902.20	
	5 Adaptors @ $119.99	$ 599.95	
	5 Installations @ $95.00	$ 475.00	
		$15,977.15	35.83%
Forest Hills	5 Laptop Computers @ $2,980.44	$14,902.20	
	5 Adaptors @ $119.99	$ 599.95	
	5 Installations @ $95.00	$ 475.00	
		$15,977.15	35.83%
Williams	7 Laptop Computers @ $2,980.44	$20,863.08	
	7 Adaptors @ $119.99	$ 839.93	
	7 Installations @ $95.00	$ 665.00	
		$22,368.01	48.00%

3. This MOU shall terminate upon the expiration of the grant, including any extensions that may be granted.

4. Churchill, Forest Hills and Williams agree to take any and all actions necessary to effectuate this MOU, including but not limited to the appropriate applications and resolutions to obtain grant funding from the DCED.

5. In the event that any provision or portion of this MOU is found to be invalid or unenforceable, then such provision or portion shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision or portion of this MOU shall not affect the validity or enforceability of any other provision or portion of this MOU.

6. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

CHURCHILL BOROUGH:	Craig Robinson, Borough Manager 2300 William Penn Highway Pittsburgh, PA 15235
FOREST HILLS BOROUGH:	Steven J. Morus, Borough Manager 2071 Ardmore Boulevard Pittsburgh, PA 15221
WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145

7. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Churchill has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, Forest Hills has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, and Wilkins has caused this MOU to be duly executed and its seal affixed and duly attested by it proper municipal officials on the day and year first written above.

ATTEST:

Craig Robinson, Manager

(Seal)

BOROUGH OF CHURCHILL

Council President

ATTEST:

Steven J. Morus, Manager

(Seal)

BOROUGH OF FOREST HILLS

Council President

ATTEST:

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS

President, Board of Commissioners

TOWNSHIP OF WILKINS

Commonwealth of Pennsylvania

Ordinance No. 1003

THIRD AMENDMENT TO THE TOWNSHIP OF WILKINS POLICE PENSION PLAN (as amended and restated, effective November 1, 2001)

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, RELATIVE TO THE ESTABLISHMENT AND MAINTENANCE OF EMPLOYEES PENSION BENEFIT FUND OR FUNDS TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN OR PROGRAM APPLICABLE TO THE POLICE EMPLOYEES OF SAID TOWNSHIP

WHEREAS, the Township of Wilkins (the "Township") previously enacted an Ordinance establishing the Wilkins Township Police Pension Plan (the "Plan"); and

WHEREAS, the Plan was totally amended and restated on February 1, 2002 by Ordinance Number 939; and

WHEREAS, the Plan was subsequently amended for the first time by Ordinance Number 950 on December 2, 2002 and for the second time by Ordinance Number 970 on April 11, 2005; and

WHEREAS, the Township reserved the right to amend the Plan pursuant to Section 10.01 and now desires to further amend the plan.

NOW, THEREFORE, be it ordained and enacted by the authority of the Township of Wilkins and it is hereby ordained and enacted by authority of the same:

Section 1. Effective March 8, 2010, Section 6.05 shall be amended in its entirety by deleting said section and substituting new Section 605 as follows:

6.05 Killed in Service Death Benefit. In the event a Participant dies as a result of the performance of his duties, a Survivor Benefit shall be payable. A Participant is presumed to be killed in service if he/she dies due to a fatal heart attack or stroke while on duty or not later than twenty-four (24) hours after participating in a physical training exercise or responding to an emergency.

In the event such a benefit becomes payable, the surviving spouse or dependent child(ren) if any, of the Participant shall receive a benefit pursuant to Section 6.03 in an amount equal to one-hundred percent (100%) of the Member's Salary at the Time of Death as defined pursuant to Section 1.35. The benefit is funded directly by the Commonwealth of Pennsylvania, and the benefit is offset by any pension benefits payable and any Workers' compensation that is payable. The benefit is adjusted annually for changes in the Consumer Price Index.

Section 2. All other terms and conditions of the Police Pension Plan shall remain in full force and effect.

Section 3. Repealer. Any Ordinance, or part of an Ordinance conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

Section 4. 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, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

ORDAINED AND ENACTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the ~~8th~~ 29th day of March, 2010.

ATTEST: TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

Sylvia J. Martinelli, President
Wilkins Township Board of Commissioners

TOWNSHIP OF WILKINS

Commonwealth of Pennsylvania

Ordinance No. 1004

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT BETWEEN THE TOWNSHIP AND COMCAST OF PENNSYLVANIA II, L.P.

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996, the regulations of the Federal Communications Commission and Pennsylvania law, Wilkins Township (hereinafter the "Township") is authorized to grant franchises to construct, operate and maintain a cable system utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast of Pennsylvania II, L.P. ("Comcast") currently holds a cable franchise from the Township originally granted to Shows, Inc; and

WHEREAS, the aforesaid cable franchise authorizes Comcast to maintain, construct, operate, and upgrade its cable system over, under and along the public right-of-way for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township and held in trust on behalf of citizens of the township and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, ensure future technical improvements to maintain a technologically-advanced cable system, establish certain reporting requirements, obtain certain complimentary services, receive franchise fees for Comcast's use of the Township's rights-of-way as provided by federal law, establish certain reporting requirement and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide cable services to subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained in the cable franchise agreement

negotiated between the Township and Comcast.

NOW, THEREFORE, BE IT ORDAINED that the Township Board of Commissioners does hereby approve the cable franchise agreement negotiated with Comcast, including all of the terms and conditions contained therein, and does hereby authorize the execution of such agreement.

ORDAINED AND ENACTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 29th day of March, 2010.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President
Wilkins Township Board of Commissioners

CABLE FRANCHISE AGREEMENT

BETWEEN

TOWNSHIP OF WILKINS

AND

COMCAST OF PENNSYLVANIA II, L.P.

With assistance from:

The Cohen Law Group
1000 Gamma Drive, Suite 305
Pittsburgh, PA 15238
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the "Agreement") is executed as of the ____ day of January, 2010 (hereinafter referred to as the "Effective Date") by and between the Township of Wilkins, a Township located in Allegheny County, Pennsylvania (hereinafter referred to as the "Township") and Comcast of Pennsylvania II, L.P.(hereinafter referred to as "Comcast").

WHEREAS, pursuant to the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 (hereinafter collectively referred to as the "Cable Act"), the regulations of the Federal Communications Commission (hereinafter referred to as the "FCC") and Pennsylvania law, the Township is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing public rights-of-way and properties within the Township's jurisdiction; and

WHEREAS, Comcast currently holds a cable franchise from the Township by virtue of a cable franchise agreement/ordinance originally granting a cable franchise to Shows, Inc.; and

WHEREAS, Comcast has requested that the Township renew Comcast's franchise to maintain, construct, operate, and upgrade its Cable System over, under and along the aforesaid rights-of-ways for use by the Township's residents; and

WHEREAS, the aforesaid rights-of-way used by Comcast are public properties acquired and maintained by the Township and held in trust on behalf of citizens of the Township, and the right to use said rights-of-way is a valuable property right; and

WHEREAS, the Township desires to protect and manage the aforesaid rights-of-way, require high standards of customer service, encourage future technical improvements to maintain a technologically-advanced Cable System, establish certain reporting requirements, obtain certain complimentary services, obtain and maintain the use of educational and governmental channels, receive franchise fees for Comcast's use of the Township's rights-of-ways as provided by federal law, and provide for the current and future cable-related needs of its residents; and

WHEREAS, the Township has determined that Comcast has the financial, legal and technical ability to provide Cable Services to Subscribers located in the Township; and

WHEREAS, the Township, after affording the public notice and opportunity for comment, has determined that the public interest would be served by renewing Comcast's franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Township and Comcast agree as follows:

SECTION 1
GRANT OF FRANCHISE

1.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and Pennsylvania law, the Township hereby grants a non-exclusive and revocable franchise to Comcast, authorizing and permitting Comcast to construct, operate, and maintain a Cable System in the Township's public rights-of-way.

Subject to the terms and conditions contained herein, the Township hereby grants to Comcast the right to construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other property and equipment as are necessary and appropriate to the operation of the Cable System in, under, over, along, across and upon the streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places and rights-of-way under the jurisdiction of the Township, including property over which the Township has a sufficient easement or right-of-way, for the purpose of reception, transmission, amplification, origination, distribution or redistribution of video and audio signals to provide Cable Services as permitted by applicable law.

1.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date and expiring on _____, unless the franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement. This Agreement will be automatically extended for one (1) additional term of five (5) years provided Comcast references this section in writing to the Township no sooner than twelve (12) months and no later than six (6) months before the expiration date, unless the Township notifies Comcast in writing during the same time period of its desire to enter into renewal negotiations as provided under the Cable Act, in which case there shall be no such automatic extension.

1.3 NON-EXCLUSIVITY

This franchise granted to Comcast shall be non-exclusive. Nothing in this Agreement shall affect the right of the Township to grant another franchise to construct, operate or maintain a Cable System within the Township or for any other purpose.

1.4 POLICE POWERS

Comcast's rights under this Agreement are subject to the police powers of the Township to adopt and enforce general laws and regulations necessary for the safety and welfare of the public. Such laws and regulations are separate and distinct from the terms and conditions contained in this Agreement.

1.5 NO WAIVER OF RIGHTS

(a) No course of dealing between the Township and Comcast, nor any delay on the part of the Township in exercising any rights hereunder, shall operate as a waiver of any such rights of the Township or acquiescence in the actions of Comcast in contravention of such rights, except to the extent expressly waived by the Township.

(b) No course of dealing between the Township and Comcast, nor any delay on the part of Comcast in exercising any rights hereunder, shall operate as a waiver of any such rights of Comcast or acquiescence in the actions of the Township in contravention of such rights, except to the extent expressly waived by Comcast.

1.6 COMPETITIVE EQUITY

(a) Comcast acknowledges and agrees that the Township reserves the right to grant one or more additional franchises to construct, operate, and maintain a Cable System within the Township.

(b) The franchise granted to Comcast is non-exclusive; however, if the Township grants a subsequent franchise that, when taken as a whole upon consideration of all of its material obligations, is more favorable or less burdensome to the subsequent franchisee than this Agreement is to Comcast, then Comcast may request an amendment to this Agreement to provide Comcast with competitive equity. If the Township agrees with Comcast that, when taken as a whole upon consideration of all of its material obligations, the subsequent franchise is more favorable or less burdensome, then the Township and Comcast shall enter into

discussions in order to modify this Agreement to the mutual satisfaction of both parties to provide Comcast with such competitive equity.

(c) In the event an application for a new franchise for Cable Service is submitted to the Township proposing to serve Subscribers within the Township, then the Township shall notify Comcast in writing of the submission of the application.

SECTION 2
COMPENSATION TO THE TOWNSHIP

2.1 FRANCHISE FEES

Comcast shall pay to the Township an amount equal to five percent (5%) of the Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Township. The term "Gross Revenues" is defined in Section 14 "Definitions" below. Comcast shall not deduct or otherwise credit against the franchise fee any tax, fee or assessment of general applicability. Any change in Comcast's franchise fee obligation contained herein shall commence sixty (60) days from the Effective Date. The Township may amend the franchise fee upon sixty (60) days written notice to Comcast provided that the franchise fee may not exceed the maximum percentage permitted by law. A copy of the Resolution or Ordinance authorizing the franchise fee rate adjustment shall accompany such written notice.

2.2 QUARTERLY PAYMENTS

Franchise fee payments to the Township under this provision shall be computed at the end of each calendar quarter. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). Upon request and if mutually agreeable, Comcast shall deposit the franchise fee payments electronically into an account as designated by the Township. In the event that any franchise fee payment is not made on or before the date by which it is due, then interest shall be added at the annual rate of six percent (6%) of the amount of franchise fee revenue due to the Township. The interest rate shall be applied as described from the date such franchise fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Township may have for additional sums payable under this Agreement.

2.3 QUARTERLY REPORTS

Each franchise fee payment shall be accompanied by a written report containing an accurate statement of Comcast's Gross Revenues received for Cable Services for each calendar quarter in connection with the operation of Comcast's Cable System and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items of sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

2.4 AUDITS

No more than once every three (3) years during the term of the Agreement, upon thirty (30) days prior written notice, the Township shall have the right to conduct an independent audit or franchise fee review of Comcast's records reasonably related to the sources, amounts and computation of Gross Revenues in accordance with generally accepted accounting principles. Any such franchise fee audit or review shall occur within five (5) years from the date the Township receives such payment, after which period any such payment shall be considered final. Upon request, Comcast shall provide the Township with copies of financial records related to the franchise fee audit or review. Such records shall also be kept or made available to the Township at the notice location for Comcast specified in Section 13.3 below. If the audit or franchise fee review shows that franchise fees have been underpaid, then Comcast shall pay the underpaid amount and monetary fines of ten percent (10%) of the underpayment. If franchise fees have been underpaid by five percent (5%) or more, then Comcast shall also pay the total cost of the audit or franchise fee review.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Comcast shall operate, maintain, construct and extend the Cable System so as to offer high quality signals and reliable delivery of one-way and two-way Cable Services for all programming services throughout all parts of the Township where the density requirements of Section 3.2 herein below are met. The video signals provided by the Cable System shall be delivered in high quality resolution in accordance with FCC standards. The Cable System shall meet or exceed any and all generally applicable technical performance standards of the FCC, the National Electrical Safety Code, the National Electric Code and any other

applicable federal laws and the laws, ordinances and construction standards of the Commonwealth of Pennsylvania and the Township.

(b) Stand-by power at the headend(s) and at the node(s) shall be provided in the event of a service interruption. Stand-by power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Cable Service shall be made available to every dwelling occupied by a person requesting Cable Service provided that Comcast is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Comcast shall extend the Cable System into all areas within the Township where there is a minimum of twenty-five (25) dwelling units per linear plant mile of aerial cable and fifty (50) dwelling units per underground mile of cable, calculated from the end of the nearest trunk line. Comcast shall complete said extensions within three (3) months of written notification to Comcast by the Township that an area has met the minimum density standard set forth herein (weather permitting). Comcast's obligation hereunder shall be subject to the timely performance of walk-out, make ready and location of all underground utilities.

(b) Any dwelling unit within one hundred twenty-five feet (125 ft.) aerial distance of the cable plant shall be entitled to a standard installation rate. For any dwelling unit in excess of one hundred twenty-five feet (125 ft.) aerial distance or that requires an underground installation, Comcast shall extend Cable Service at a rate not to exceed Comcast's actual cost of installation from its main distribution system.

(c) The Township has the right to require that Comcast install its wires and/or equipment underground, provided that the Township imposes such requirement on all similarly situated entities. All installations of wires and/or equipment by Comcast shall be underground in those areas of the Township where the wires and/or equipment of telephone and electric utilities are underground provided, however, that such underground locations are capable of accommodating Comcast's facilities without technical degradation of the Cable System's signal quality. Comcast shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals.

3.3 PERMITS

Comcast shall apply to the Township for all generally-applicable required permits and shall not undertake any activities in the public rights-of-way subject to a permit without receipt of such permit. Comcast shall not be required to obtain permits for Cable Service drops for individual Subscribers, servicing or installation of a single pedestal, or other routine maintenance and/or repair. Comcast shall pay any required permit fees.

3.4 REPAIRS AND RESTORATION

(a) Whenever Comcast or any agent, including any subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any public or private way or place, the same shall be replaced and the surface restored in as good condition as before the disturbance within ten (10) business days, weather permitting, of the completion of the disturbance. Upon failure of Comcast to comply within the time specified and the Township having notified Comcast in writing of the restoration and repairs required, the Township may cause proper restoration and repairs to be made and the expense of such work shall be paid by Comcast upon demand by the Township along with any liquidated damages applied by the Township in accordance with Section 9 "Franchise Violations, Damages and Revocation" below.

(b) Whenever Comcast or any agent, including any subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, improvements and trees in and along the routes authorized by the Township if required for the proper installation, operation and maintenance of such equipment, cable, or wires. Comcast shall promptly repair and restore any private property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days.

(c) Comcast's operation, construction, repair and maintenance personnel, including all agents and subcontractors, shall be thoroughly trained in the use of all equipment and the safe operation of vehicles. Comcast's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and local laws and regulations. All areas of the Cable System shall be inspected in accordance with applicable federal and state laws and regulations so as to prevent hazardous conditions or risks to safety for the public and/or operating and maintenance personnel. Comcast shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Township or any public utility serving the Township.

(d) Should a public safety emergency occur as a result of, incident to, or connected with operation, construction, repair, or maintenance activities by Comcast personnel, including all agents and subcontractors, then such personnel shall immediately contact the applicable public safety emergency dispatcher (e.g. 9-1-1).

(e) Whenever Comcast or any agent, including any subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the Pennsylvania One Call System prior to any such disturbance. Comcast shall adhere to all requirements of the Pennsylvania Underground Utility Line Protection Act. Comcast also shall adhere to any additional requirements which the Commonwealth may establish in the future.

(f) All structures and all lines, equipment and connections in, over, under, and upon streets, sidewalks, alleys, and public and private ways and places of the Township, wherever situated or located, shall at all times be kept and maintained in a safe, non-hazardous and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.5 SYSTEM MONITORING

Upon completion of any construction, Comcast shall conduct periodic signal monitoring in accordance with the requirements of the FCC. Such capability shall enable Comcast to monitor the signal quality of all channels delivered on the Cable System, including any Educational and/or Governmental Channels.

3.6 SERVICE AREA MAPS

Upon request, Comcast shall provide to the Township for its exclusive use and shall maintain at its local offices a complete set of Comcast service area maps of the Township, on which will be shown those areas in which its facilities exist and the location of all streets. The maps shall be provided to the Township in hardcopy and also, if requested and available, in an electronic GIS format which is compatible with the Township's GIS format. The maps shall also designate where the cable wires and other equipment are aerial and where they are underground. Comcast shall provide the Township with updated maps within thirty (30) days after any request by the Township.

3.7 BUILDING MOVES

In accordance with applicable laws, Comcast shall, upon the request of any person holding a building moving permit issued by the Township, temporarily raise or lower its wires to permit the moving of the building. Comcast shall be given at least thirty (30) days advance notice to arrange for such temporary wire changes. If

the building to be moved is owned or operated by the Township, Comcast shall raise or lower its wires at no cost to the Township.

3.8 DISCONNECTION AND RELOCATION

(a) Comcast shall, at no cost to the Township, protect, support, temporarily disconnect, relocate in the same street, or other public way and place, or remove from any street or any other public way or place, any of its property as required by the Township or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, site distance visibility, or the construction of any public improvement or structure.

(b) In requiring Comcast to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Township shall treat Comcast the same as, and require no more of Comcast than, any similarly situated entity.

3.9 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Township, it shall be necessary, in the reasonable judgment of the Township or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Township shall have the right to do so without cost or liability, provided that, wherever possible, the Township shall give Comcast notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Township shall treat Comcast the same as, and require no more of Comcast than, any other similarly situated entity.

3.10 TREE TRIMMING

(a) Comcast, or its agents, including subcontractors, shall have the authority to trim trees upon and overhanging public streets, alleys, sidewalks and the public rights-of-way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Comcast. Any such tree trimming shall only be performed in accordance with applicable laws and regulations. If Comcast or its agents, including subcontractors, wish to cut down and remove any tree or trees as may be necessary for the installation and maintenance of its equipment, Comcast shall notify adjacent property owners and the Township and shall perform such cutting and removal in accordance with the regulations of the Township.

SECTION 4
CABLE SYSTEM AND STATE-OF-THE-ART

4.1 CABLE SYSTEM

(a) The parties understand and agree that upon execution of this Agreement, Comcast has designed, constructed and shall maintain a Cable System covering the Township that utilizes fiber optic backbone connections from headend to hubs, hubs to hubs, and hubs to nodes. This Cable System has been built for analog and digital television standards with a bandwidth no less than 750 MHz with addressable technology with no less than one hundred fifty (150) video programming choices received for digital and/or analog transmission and shall allocate sufficient portion of said bandwidth to deliver reliable two-way Cable Services. The Cable System shall be capable of providing high definition television signals and Internet access service via cable modem.

(b) Comcast reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, in accordance with the provisions of the Agreement. Notwithstanding the above, Comcast agrees that no alteration, adjustment, modification, rebuild, upgrade, redesign, or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System from those that exist on the Effective Date.

4.2 STATE-OF-THE-ART

(a) Comcast and the Township acknowledge that the technology of Cable Systems is an evolving field. Comcast's Cable System in the Township shall be capable of offering Cable Services that are comparable to other Cable Systems owned and managed by Comcast or its Affiliated Entities in the County of Allegheny in the Commonwealth of Pennsylvania ("Comparable Systems") pursuant to the terms of this section. The Township may send a written notice to Comcast, not to exceed one request every two (2) years, requesting information on Cable Services offered by such Comparable Systems.

(b) If the identified Cable Services are being offered by Comcast and/or its Affiliated Entities to at least forty percent (40%) of the total Subscribers in the Comparable Systems, then the Township may require that Comcast make such Cable Services available in the Township. Should the Township determine that Comcast shall provide comparable Cable Services, then the Township and Comcast shall enter into good faith discussions to negotiate a schedule for deployment of such Cable Services. The discussions shall take into consideration the benefits from the provision of such Cable Services, the cost of implementing them in the

Township, the technical and economic feasibility of implementing such improvements, and the impact, if any, on Subscriber rates. The Township and Comcast acknowledge and agree that, if three (3) years or less are remaining in the Franchise term, then an extension of the Franchise term may be required as a condition to implementing any such improvements to the Cable System in order to provide Comcast with an ample opportunity to recoup its investment in any necessary improvements.

(c) The Township shall not initiate the procedures set forth under the preceding State-of-the-Art provisions or issue any related order if Comcast is subject to Effective Competition in the Township as expressly ordered in writing by the FCC and Comcast presents such written order to the Township.

SECTION 5
CUSTOMER SERVICE STANDARDS

5.1 OFFICE HOURS AND TELEPHONE AVAILABILITY

(a) Comcast shall maintain a business office that is conveniently located and shall be open during Normal Business Hours. Comcast shall provide and maintain a local or toll free telephone access line that will be available to Subscribers twenty-four (24) hours a day, seven (7) days a week. Trained representatives shall respond to customer telephone inquiries during Normal Business Hours. After Normal Business Hours, the access line may be answered by a service or an automated response system. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

(b) Under Normal Operating Conditions and during Normal Business Hours, telephone answering time by a customer representative, including wait time, shall not exceed thirty (30) seconds after the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. The term "Normal Operating Conditions" is defined in Section 14 "Definitions" below.

(c) Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

(d) Comcast shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering requirements above unless a historical record of complaints indicates a clear failure to comply. If the Township determines, after receiving complaints itself and/or receiving a record of complaints made to Comcast in accordance with Section 8 below, that there is a clear failure to

comply with the telephone answering requirements above, the Township shall notify Comcast in writing that it must measure its compliance with these requirements for the next ninety (90) days and report to the Township with its results.

5.2 INSTALLATIONS AND SERVICE CALLS

(a) Comcast shall maintain a competent staff of well-trained employees sufficient to provide adequate and prompt service to its Subscribers. Comcast shall require that any employee or agent, including any subcontractor, who personally visits any residential dwelling, shall display a photo identification badge. Any vehicle used for installation, operation or maintenance activities by any Comcast employee or agent, including any subcontractor, shall prominently display the Comcast logo.

(b) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those aerial installations that are located up to one hundred twenty-five (125) feet from the existing distribution system.

(c) Excluding conditions beyond its control, Comcast shall begin working on a Service Interruption promptly and in no event later than twenty-four (24) hours after the interruption becomes known and shall diligently pursue to completion. Notice of a Service Interruption of a single Subscriber shall give rise to this obligation on behalf of Comcast. The term "Service Interruption" is defined in Section 14 "Definitions" below. All other service calls not affecting public health, safety or welfare shall occur within a maximum of forty-eight (48) hours after notice to Comcast or scheduled at the convenience of the customer.

(d) Upon scheduling of appointments with the customer for installations, service calls and other activities, Comcast shall provide the customer with either a specific time or an "appointment window" of a maximum of four (4) hours during Normal Business Hours. Comcast may schedule service calls and installation activities outside of Normal Business Hours at a time that is convenient for the customer.

(e) Comcast may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. If, at any time, an installer or technician is running late, an attempt to contact the customer must be made prior to the time of the appointment. If the appointment must be rescheduled, it must be done so at a time that is convenient for the customer.

5.3 NOTICES

(a) Comcast shall provide written notice to each Subscriber upon initial subscription, and once per calendar year thereafter to each Subscriber, and at any time upon request, regarding each of the following areas:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Channel positions of programming carried on the Cable System;

(4) Installation and service maintenance policies;

(5) Instructions on how to use the Cable Service and any converters;

(6) Billing and customer complaint procedures;

(7) Comcast's address, telephone number and office hours; and

(8) A notice of Subscriber privacy rights as required by federal law.

(b) Comcast shall notify Subscribers and the Township in writing of any changes in rates, programming services or channel positions a minimum of thirty (30) days in advance of such changes, provided that such change is within the control of Comcast. Comcast shall not be required to provide prior notice to Subscribers of any rate change that is the result of a regulatory fee, franchise fee or any other fee, tax, assessment or charge of any kind imposed by any federal agency, the Commonwealth of Pennsylvania or the Township on the transaction between Comcast and the Subscriber.

(c) In accordance with federal law, Comcast shall maintain a file available to the public containing all written notices provided to Subscribers pursuant to the requirements contained herein by Comcast during the previous twelve (12) months.

5.4 BILLING

(a) Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, all applicable service tiers, equipment charges and any installation or repair charges. Bills shall state the billing period, including an

effective due date, the amount of current billing and any relevant credits or past due balances.

(b) Comcast shall not assess late fees for non-payment of a current bill until at least thirty (30) days have elapsed since the mailing of the bill by Comcast.

5.5 CUSTOMER COMPLAINT PROCEDURES

Comcast shall establish clear written procedures for resolving all customer complaints, which shall include at least the following:

(a) Comcast shall provide the customer with a written response to a written complaint within thirty (30) days of its receipt at the local business office. Such response shall include the results of its inquiry into the subject matter of the complaint, its conclusions based on the inquiry, and its decision in response to the complaint.

(b) If the Township is contacted directly about a customer complaint, it shall notify Comcast promptly and in writing. When Comcast receives such notification, the time period for Comcast to respond as required by Section 5.5(a) above shall commence. If the Township notifies Comcast in writing, then Comcast shall respond in writing within the time period specified in Section 5.5(a) above.

(c) Any Subscriber who, in good faith, disputes all or part of any bill sent by Comcast has the option of withholding the disputed amount, without a late fee or disconnection, until Comcast has investigated the dispute in good faith and has made a determination that the amount is owed provided that:

(1) The Subscriber provides a written complaint to Comcast in a timely fashion and includes identifying information;

(2) The Subscriber pays all undisputed charges; and

(3) The Subscriber cooperates in determining the appropriateness of the charges in dispute.

(d) Comcast shall maintain customer complaint records for inspection by the affected Subscriber, which shall contain the date each complaint is received, the name and address of the affected Subscriber, a description of the complaint, the date of resolution of the complaint, and a description of the resolution.

5.6 DISCONNECTION

Comcast may disconnect or terminate a Subscriber's service for cause:

(a) If at least sixty (60) days have elapsed from the due date of the bill that Subscriber has failed to pay; and

(b) If Comcast has provided at least ten (10) days written notice to the affected Subscriber prior to disconnection, specifying the effective date after which Cable Services are subject to disconnection; and

(c) If there is no pending written dispute with Comcast regarding the bill; or

(d) If at any time and without notice, Comcast determines in good faith that Subscriber has tampered with or abused Comcast's equipment or service, or is engaged in theft of Cable Service.

5.7 CREDIT FOR SERVICE INTERRUPTIONS

In the event that there is a Service Interruption to any Subscriber for six (6) or more consecutive hours, upon receipt of written or credible oral request, it shall grant such Subscriber a pro rata credit or rebate, on a daily basis, of that portion of the service charge during the next consecutive billing cycle, or, at its option, apply such credit to any outstanding balance that is currently due.

5.8 PRIVACY

(a) Comcast shall respect the rights of privacy of every Subscriber and shall not violate such rights through the use of any device or signal associated with the Cable System. Comcast shall at all times comply with the privacy provisions of Section 631 of the Cable Act and all other applicable federal and state privacy laws and regulations. All references to privacy in this Section are further subject to the provisions of Public Law 107-56 (October 26, 2001), Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, known as the "USA PATRIOT ACT."

(b) Comcast shall be responsible for complying with such privacy policy and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personally-identifiable Subscriber information is handled and protected strictly in accordance with this policy and all applicable laws and regulations.

(c) Absent a court order or requirement of federal law, neither Comcast nor its designee shall tap, monitor, arrange for the tapping or monitoring, or permit any person to tap or monitor, any cable, line, signal, input device, or Subscriber outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or user, provided, however, that Comcast may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying system integrity, checking for illegal taps, controlling return-path transmission, billing for pay services or monitoring channel usage in a manner not inconsistent with the federal law. Comcast shall report to the affected parties any instances of monitoring or tapping of the Cable System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by Comcast. Comcast shall not record or retain any information transmitted between a Subscriber and any third party, except as required for lawful business purposes.

(d) Except as permitted by Section 631 of the Cable Act as amended, neither Comcast nor its designee nor its employees shall make available to any third party, including the Township, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, Comcast shall notify the Subscriber prior to disclosure in conformance with the Section 631 of the Cable Act, unless such notification is otherwise prohibited by applicable law or the court.

(e) Upon a request by a Subscriber, Comcast shall make available for inspection at a reasonable time and place all personal Subscriber information that Comcast maintains regarding said Subscriber. Comcast shall ensure that all information related to billing and service requests is accurate and up-to-date and shall promptly correct any errors upon discovery.

(f) Comcast shall not make its Subscriber list or lists, or any portion thereof, available to any other person or entity, with or without remuneration, in conformance with the Section 631 of the Cable Act.

SECTION 6
SERVICES TO THE COMMUNITY

6.1 SERVICES TO COMMUNITY FACILITIES

Comcast shall, at no charge to the Township, provide complimentary services as described herein below to all present and future public facilities including: the Township Administration Building, police stations, fire companies, public works buildings, water and sewer authorities, all public and private school buildings and

public libraries ("Permitted Free Locations"). No charge shall be made for installation or service, except that Comcast may charge for installation or service for more than one (1) drop in Permitted Free Location.

(a) Within three (3) months of the Effective Date and upon request, Comcast shall provide or maintain one (1) cable Drop, outlet, converter box (or other required end user equipment) and standard cable level Services (or equivalent) package to each Permitted Free Location. No charge shall be made for installation, equipment, or service, except that Comcast may charge for installation and materials beyond one hundred twenty-five (125) feet aerial/underground distance from the cable plant and/or installation and service for more than one drop in each Permitted Free Location.

(b) Within three (3) months of the Effective Date and upon request, Comcast shall provide or maintain one (1) cable modem internet access service (Residential standard level equivalent) to the following Permitted Free Locations: (i) one (1) municipal facility in the Township; (ii) all public and private schools (K-12); and (ii) each public library. The cable modem internet access service may be networked by the Township though Comcast assumes no responsibility for any service degradation caused by such networking. No charge shall be made for installation or service except that Comcast may charge for: (i) installation beyond one hundred twenty-five (125) feet aerial/underground distance from the cable plant; (ii) service for more than one (1) drop in each Permitted Free Location and/or (iii) service problems caused by the Township's networking.

(c) For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools" or "cyber schools," or any other educational situation that does not meet specific criterion set forth herein. During the term of this Agreement, new public facilities shall be eligible to receive such complimentary service to the extent that they meet the qualifications as set forth herein above as Permitted Free Locations.

6.2 EDUCATIONAL AND GOVERNMENTAL (EG) CHANNELS

(a) Comcast shall provide to the Township, as set forth herein, the use of one (1) dedicated educational and governmental ("EG") access channel in accordance with Section 611 of the Cable Act for use by the Township and/or its designee. Comcast shall provide the use of a second EG access channel as set forth in Section 6.2(b). Such EG channel(s) shall be used for community programming related to educational and/or governmental activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local

government at work, responding to local needs, telecasting community programs, and bringing local education into the home. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channel(s) and may delegate such functions to an appropriate designee. If requested by any neighboring Township served by Comcast from the same hub site as that providing service to the Township, then the Township agrees to cooperate with such Township in the shared use of the EG channel(s), until such time as technology utilized by Comcast eliminates the need for the shared use. Comcast shall not exercise any editorial control over EG channel(s) programming. Whether operating on an analog or digital format, Comcast shall cablecast any activated EG channels so that they may be received by all Comcast Subscribers in the Township.

(b) Upon activation of the initial EG channel, the Township may request one (1) additional (EG) channel to be made available for use by the Township or its designee. Comcast shall activate such additional (EG) channel and programming shall occur as set forth herein within ninety (90) days of Comcast's receipt of the aforementioned notice in writing from the Township.

(c) In the event the Township or its designee does not fully program any EG channel, Comcast may request unused time on this channel subject to written approval by the Township. If the Township approves Comcast's use of all or part of an EG channel and, subsequent to such approval, the Township requests the full utilization of the EG channel being programmed by Comcast, in full or in part, Comcast shall relinquish such use no later than sixty (60) days after receipt of written notification from the from the Township that it requires such channel for educational and/or government use.

(d) To enable distribution of the EG channel(s), Comcast shall install the appropriate wiring and encoder if necessary, for an Internet-based or other type of capable technology enabling cablecast and distribution via the Cable System to Subscribers in the Township. No charge shall be made for the installation of the wiring and encoder if necessary; however all recurring monthly costs for the Internet-based or other type of capable technology and/or the recurring costs of a third party program support provider shall be at the expense of the Township.

(e) If the Township wishes to cablecast live programming, and such live programming cannot be accommodated through an Internet-based or other type of capable technology, then the Township shall select up to two (2) locations within the municipal boundaries and Comcast shall provide and install, within one hundred eighty (180) days of a written notice from the Township, the cables, wires, lines, and other signal distribution equipment for an alternative technology such that live programming can originate from the selected location and be distributed via the

Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line".

(f) Any expenditures made in connection with construction and maintenance of Return Lines for live programming, not utilizing an Internet-based or other type of capable technology, shall be at the expense of the Township. The Township and Comcast further agree that any and all costs incurred by Comcast for providing the EG Channels and supporting such channels, including any and all equipment, capital grants, and maintenance and repair, may be designated as "costs of franchise requirements" or "external costs" as defined by the FCC, except that it is mutually agreed that such costs shall not be itemized on Subscribers' bills.

(g) Comcast shall be responsible for maintaining the wiring to the video origination points, provided that the Township provides Comcast with access to those locations and access to the EG equipment within these locations. Comcast shall provide, install and maintain in good working order the equipment and the fiber necessary for transmitting the signal to the channel aggregation site for further processing and distribution to Subscribers. Comcast shall deliver the EG channel signals at a level of technical quality that is comparable to the level of technical quality provided by Comcast for signals of commercial channels transmitted to Subscribers in the Township; provided, however, that Comcast shall have no responsibility to improve upon or modify the signal quality of any EG channel content provided to Comcast by any EG channel programmer.

(h) The Township or its designee shall be responsible for providing any necessary production or playback equipment and shall be responsible for securing and supervising all of the trained/qualified personnel required to conduct the operation of the EG channel(s). The Township and Comcast agree to work cooperatively in implementing the EG channel(s) through such means and in such manner as shall be mutually satisfactory.

6.3 EG SUPPORT GRANT

(a) Comcast shall provide a one-time monetary grant to the Township to be used in support of the production of local EG programming. The EG Grant provided by Comcast shall be in the amount nine thousand one hundred forty-five dollars ($9,145.00). Such grant is to be paid within six (6) months of the Effective Date and shall not be offset against franchise fees paid to the Township. Comcast and the Township agree that the cost of such grant may be designated as a "cost of franchise requirements" or "external cost" as defined by the FCC, except that it is mutually agreed that such costs shall not be itemized on Subscribers' bills.

(b) Other than the access support specifically agreed to in this Agreement, Comcast shall not be required to provide technical or production staff, additional funding, or obtain equipment or studio facilities for EG channel programming.

SECTION 7
REGULATION BY TOWNSHIP

7.1 RIGHT TO INSPECT

(a) The Township shall have the option, upon twenty (20) business days written notice and during Normal Business Hours, to inspect at the notice location for Comcast specified in Section 13.3 below all documents, records and other pertinent information maintained by Comcast which relate to the terms of this Agreement.

(b) In addition, Comcast shall maintain for inspection by the public and the Township all records required by the FCC and as specified in 47 C.F.R. § 76.305 in the manner specified therein.

(c) Notwithstanding anything to the contrary set forth herein, all information specifically marked by Comcast as proprietary or confidential in nature and furnished to the Township or its designated representatives shall be treated as confidential so long as permitted to do so under applicable law. Information and documentation marked by Comcast as proprietary or confidential shall include a brief written explanation as to its proprietary nature or confidentiality subject to review by the Township. The Township and its officially designated representatives agree in advance to treat any such information or records which Comcast reasonably deems would provide an unfair advantage for Comcast's competitors (e.g., system design maps, engineering plans, programming contracts, etc.) as confidential so long as permitted to do so under applicable law and only to disclose it to Township employees, agents, or representatives who have a need to know or in order to enforce the provisions of this Agreement. In the event a request is made by an individual or entity not an employee, agent or representative of the Township acting in their official capacity for information related to the franchise and marked by Comcast as confidential and/or proprietary, the Township shall notify Comcast of such request. Comcast shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act, or information which is not relevant to regulation of the franchise (e.g., employee files, tax returns, etc.).

7.2 RIGHT TO CONDUCT COMPLIANCE REVIEW

The Township or its representatives may conduct a full compliance review, including a possible public hearing, with respect to whether Comcast has complied with any given material term(s) and condition(s) of this Agreement so long as it provides Comcast with thirty (30) days written notice in advance of the commencement of any such reviews or public hearings. Such notice shall specifically reference the section(s) of the Agreement that is under review, so that Comcast may organize the necessary books and records for appropriate review by Township. Comcast shall not be required to disclose information in violation with Section 7.1, herein above.

7.3 RESERVED AUTHORITY

The Township reserves the regulatory authority arising from the Cable Act, any amendments thereto, and any other federal or state laws or regulations.

SECTION 8
REPORTING REQUIREMENTS

8.1 QUARTERLY FRANCHISE FEE REPORT

In accordance with Section 2.3 of this Agreement, Comcast shall accompany each quarterly franchise fee payment to the Township with a quarterly report containing an accurate statement of Comcast's Gross Revenues received for each calendar quarter in connection with the operation of Comcast's Cable System to provide Cable Service and a brief description showing the basis for computation of fees. Specifically, the report shall contain line items of sources of revenue received and the amount of revenue received from each source. The report shall be verified by a financial representative of Comcast.

8.2 ANNUAL FINANCIAL REPORT

Comcast shall submit to the Township, no later than thirty (30) days after a written request, a financial statement including a statement of income, balance sheet and a statement of sources and applications of funds which shall be certified by Comcast's Chief Financial Officer in accordance with Generally Accepted Accounting Principles. Submission of the most recent U.S. Securities and Exchange Commission Annual Report Form 10–K prepared by Comcast shall be deemed as a satisfactory compliance of this Section 8.2.

8.3 CUSTOMER COMPLAINT REPORT

Upon written request, Comcast shall submit to the Township a report showing the number of Complaints, as defined in Section 14 of "Definitions" below that required a work order and/or service call, originating from the Township received during the previous twelve-month reporting period, the dates they were received, summary descriptions of the Complaints, the dates the Complaints were resolved and summary descriptions of the resolutions.

8.4 GOVERNMENT REPORTS

Comcast shall provide to the Township, upon written request, copies of any and all communications, reports, documents, pleadings and notifications of any kind which Comcast has submitted to any federal, state or local regulatory agencies if such documents relate to Comcast's Cable System within the Township. Comcast shall provide copies of such documents no later than thirty (30) days after their request. Comcast shall not claim confidential, privileged or proprietary rights to such documents unless such documents have been determined to be confidential, privileged or proprietary in accordance with the terms and conditions regarding confidentiality as set forth in Section 7.1 (c) of this Agreement.

SECTION 9
FRANCHISE VIOLATIONS, DAMAGES AND REVOCATION

9.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Township has reason to believe that Comcast violated any provision of this Agreement, it shall notify Comcast in writing of the nature of such violation and the section of this Agreement that it believes has been violated. If the Township does not notify Comcast of any violation of this Agreement, it shall not operate as a waiver of any rights of the Township hereunder or pursuant to applicable law.

(b) Comcast shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that, in the Township's reasonable judgment, it cannot be fully cured within thirty (30) days due to circumstances outside of Comcast's control, the period of time in which Comcast must cure the violation may be extended by the Township in writing for such additional time necessary to complete the cure, provided that Comcast shall have promptly commenced to cure and is diligently pursuing its efforts to cure in the reasonable judgment of the Township.

(c) If the violation has not been cured within the time allowed under Section 9.1(b) above, then Comcast shall be liable for liquidated damages and the Township's costs in accordance with Section 9.2 below.

9.2 LIQUIDATED DAMAGES

9.2.1 Because Comcast's failure to comply with provisions of this Agreement will result in harm to the Township and because it will be difficult to measure the extent of such harm, the Township may assess liquidated damages against Comcast in the following amounts provided Comcast has had an opportunity to cure in accordance with Section 9.1(b). Such damages shall not be a substitute for specific performance by Comcast or legal action by the Township, but shall be in addition to such performance or action.

9.2.2. The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the day after the end of the applicable cure period, including any extension of the cure period granted by the Township. Liquidated damages may not be assessed for a time period exceeding one hundred and twenty (120) days, after which the Township may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction.

9.2.3. The Township may assess liquidated damages against Comcast in the following amounts provided Comcast has had an opportunity to cure in accordance with Section 9.1(b).

(a) For failure to comply with the technical requirements specified in Section 3.1: $150 per day for each day the violation continues;

(b) For failure to provide and maintain Cable Service as specified in Section 3.2: $150 per day for each day the violation continues;

(c) For failure to obtain and maintain permits as specified in Section 3.3: $100 per day for each day the violation continues;

(d) For failure to make repairs and restorations as specified in Section 3.4: $150 per day for each day the violation continues:

(e) For failure to raise or lower, disconnect, relocate, or remove equipment as specified in Sections 3.7, 3.8, and 3.9: $150 per day for each day the violation continues;

(f) For failure to perform tree trimming, cutting, or removing as specified in Section 3.10: $150 per tree;

(g) For failure to comply with the Cable System specifications or the state-of-the-art requirements specified in Sections 4.1 and 4.2: $150 per day for each day the violation continues;

(h) For failure to comply with any customer service standard as specified in Section 5: $100 per day for each day the violation continues;

(i) For failure to provide complimentary services to the community as specified in Section 6.1: $150 per day for each day the violation continues;

(j) For failure to provide educational and governmental (EG) channels or an EG grant as specified in Sections 6.2 and 6.3: $150 per day for each day the violation continues;

(k) For failure to permit inspections or compliance reviews as specified in Section 7: $150 per day for each day the violation continues;

(l) For failure to submit reports in a timely fashion as specified in Section 8: $100 per day for each day the violation continues;

(m) For failure to provide a performance bond as specified in Section 9.3: $150 per day for each day the violation continues;

(n) For failure to comply with the indemnification requirements as specified in Section 11.1: $150 per day for each day the violation continues;

(o) For failure to carry all the insurance required in Section 11.2: $150 per day for each day the violation continues;

(p) For failure to comply with transfer or renewal provisions as specified in Section 12: $150 per day for each day the violation continues;

(q) For failure to comply with the removal of system requirements as specified in Section 13.2: $250 per day for each day the violation continues.

9.3 PERFORMANCE BOND

(a) Comcast shall obtain and maintain during the term of this Agreement, at its sole cost and expense, a performance bond running to the Township with a surety company licensed to do business in the Commonwealth of Pennsylvania and satisfactory to the Township to ensure Comcast's faithful performance of its obligations. The performance bond shall provide that the Township may recover from the principal and surety any and all liquidated damages and/or compensatory damages incurred by the Township for Comcast's violations of this Agreement, after notice and opportunity to cure, in accordance with Sections 9.1 and 9.2 above.

(b) The performance bond shall be in the amount of Twenty-five Thousand Dollars ($25,000). Comcast shall not reduce, cancel or materially change said bond from the requirement contained herein without the express prior written permission of the Township.

9.4 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Township under this Agreement, the Township reserves the separate and distinct right to revoke this franchise if:

(1) It is demonstrated that Comcast practiced any fraud or deceit upon the Township in its operation of its Cable System or any other activities pursuant to this Agreement;

(2) Comcast repeatedly fails, after notice and opportunity to cure, to maintain signal quality pursuant to the standards provided for by the FCC or the technical requirements set forth in Section 3.1 of this Agreement;

(3) Comcast repeatedly violates, after notice and opportunity to cure, one or more of the material terms or conditions of this Agreement.

(b) The foregoing shall not constitute a violation of a material term or condition if the violation occurs without the fault of Comcast or occurs as a result of circumstances beyond its control or by reason Force Majeure as defined in Section 13.1. Comcast shall not be excused from the performance of any of its obligations under this franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the governing body after an appropriate public hearing that shall afford Comcast due process and full opportunity to be heard. This shall include the ability to introduce

evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania. All notice requirements shall be met by providing Comcast at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Township, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Comcast of mitigating circumstances or good cause for the existence of such grounds. The Township shall issue such declaration and finding within thirty (30) days in a written decision which the Township shall send via certified or overnight mail to Comcast.

SECTION 10
PROGRAMMING

10.1 CHANNEL CAPACITY

Comcast shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

10.2 BROADCAST CHANNELS

To the extent required by federal law, Comcast shall provide all Subscribers with the most basic tier of service including, but not limited to: 1) all broadcast television signals carried in fulfillment of the requirements of Section 614 of the Cable Act; 2) the signals of qualified non-commercial educational television signals carried in fulfillment of the requirements of Section 615 of the Cable Act; and 3) the Educational and Governmental channels. All such signals shall be delivered to Subscribers in high quality resolution.

10.3 SIGNAL SCRAMBLING

Comcast shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

10.4 CONTINUITY OF SERVICE

Subscribers shall continue to receive service from Comcast provided their financial and other obligations to Comcast are honored. Subject to the Force Majeure provisions in Section 13 of this Agreement, Comcast shall use its best

efforts to ensure that all Subscribers receive continuous, uninterrupted service regardless of the circumstances. For the purpose of construction, routine repairing or testing of the Cable System, Comcast shall use its best efforts to interrupt service only during periods of minimum use. When necessary service interruptions of more than twenty-four (24) hours can be anticipated, Comcast shall notify Subscribers in advance of such service interruption along with providing Subscribers with a pro-rata credit for the time of such service interruption.

10.5 PARENTAL CONTROL CAPABILITY

Upon request, Comcast shall provide Subscribers with the capability to control the reception of any video and/or audio channel on the Cable System providing sexually explicit adult programming pursuant to Section 641 of the Cable Act.

10.6 TIER BUY THROUGH PROHIBITION

Comcast shall not require Subscribers in the Township to purchase a particular video service tier, other than the Basic Service tier, in order to obtain access to video programming on a per-channel or per-program basis, unless Comcast has been granted a written waiver by the FCC pursuant to Section 623(b)(8)(c) of the Cable Act.

SECTION 11
LIABILITY AND INDEMNIFICATION

11.1 INDEMNIFICATION

Comcast shall indemnify, defend, save and hold harmless the Township, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense arising in whole or in part from, caused by or connected with any act or omission of Comcast, its officers, agents, contractors, subcontractors or employees, arising out of but not limited to, the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities. The Township shall give Comcast timely written notice of its obligation to indemnify and defend the Township. The obligation to indemnify, defend, save and hold the Township harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, penalties, and reasonable attorneys' fees. If the Township determines that it is necessary for it to employ separate counsel, in addition to that provided by Comcast, the cost for such separate counsel shall be the responsibility of the Township. Comcast shall not indemnify the Township for any claims resulting solely from acts of willful misconduct, or negligence on the part

of the Township.

11.2 INSURANCE

(a) Comcast shall maintain insurance throughout the term of this Agreement with the Township as an additional insured, with an insurance company which is authorized to conduct business in Pennsylvania and which has an A.M. Best rating (or equivalent) no less than "A-minus VII", indemnifying the Township from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable System by Comcast or any of its contractors, subcontractors, agents or employees in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars ($1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death to any person shall be no less than One Million Dollars ($1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars ($3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars ($1,000,000).

(b) All insurance coverage shall be maintained throughout the period of this Agreement. All insurance policies shall contain a provision that the Township will receive thirty (30) days written notice prior to any changes or cancellation of the policy. All expenses incurred for said insurance shall be at no cost to the Township.

(c) A certificate evidencing the insurance coverage required herein shall be provided by Comcast to the Township within thirty (30) days of the Effective Date and upon request and within thirty (30) days of obtaining new insurance coverage or renewal of such insurance coverage throughout the term of this Agreement.

SECTION 12
FRANCHISE TRANSFER AND RENEWAL

12.1 TRANSFER, ASSIGNMENT OR CHANGE IN CONTROL

(a) Neither Comcast nor its parent nor any Affiliated Entity shall transfer, assign or otherwise encumber, through its own action or by operation of law, its right, title or interest in the Cable System or in this Agreement without the prior written consent of the Township provided that such consent shall not be unreasonably withheld.

(b) Neither Comcast nor its parent nor any Affiliated Entity shall change, transfer or assign, through its own action or by operation of law, its control of the Cable System or of this Agreement without the prior written consent of the Township.

(c) Neither Comcast nor its parent nor any Affiliated Entity shall sell, convey, transfer, exchange or release more than twenty-five (25%) of its equitable ownership in the Cable System without the prior written consent of the Township.

(d) No such consent shall be required for (i.) a transfer in trust, by mortgage, hypothecation, or by assignment to a financial institution of any rights, title or interest of Comcast in the Franchise or in the Cable System in order to secure indebtedness; or (ii.) a transfer to an entity owned and/or controlled by Comcast.

(e) Comcast shall make written application to the Township of any transfer, change in control or assignment as described above and shall provide all information required by FCC Form 394 and any other applicable federal, state, and local statutes and regulations regarding transfer or assignment. The Township shall have thirty (30) days from the receipt of FCC Form 394 to notify Comcast of any additional information it needs to make an informed decision on the transfer or assignment. The Township shall have one hundred twenty (120) days from the receipt of all required information to take action on the transfer or assignment.

(f) Any consent by the Township for any transfer or assignment described above shall not be effective until the proposed transferee or assignee shall have executed a legally binding agreement stating that it shall be bound by all the terms and conditions contained in this Agreement.

12.2 RENEWAL

The Township and Comcast agree that any proceedings or activities that relate to the renewal of Comcast's franchise shall be governed by applicable federal and state law.

SECTION 13
MISCELLANEOUS

13.1 FORCE MAJEURE

If for any reason of force majeure, Comcast is unable in whole or in part to carry out its obligations hereunder, Comcast shall not be deemed in violation of this Agreement during the continuance of such inability. The term "force majeure" as used herein shall have the following meaning: acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or of the Commonwealth of Pennsylvania or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of materials or equipment, and partial or entire failure of utilities.

13.2 REMOVAL OF SYSTEM

(a) Upon lawful denial of renewal or revocation of this Agreement or of any renewal hereof by passage of time or otherwise, Comcast shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within three (3) months of such lawful denial of renewal or revocation, the Township or property owner may deem any property not removed as having been abandoned and the Township may remove it at Comcast's cost.

(b) During the term of the Agreement, if Comcast decides to abandon or no longer use all or part of its Cable System, it shall give the Township written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. The Township shall have the right to either require Comcast to remove the property, remove the property itself and charge Comcast with the costs related thereto, or transfer ownership of the property to the Township's designee provided fair market value is paid to Comcast.

(c) Notwithstanding the above, Comcast shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Comcast from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by Title VI of the Communications Act of 1934, as amended, or any portion thereof.

13.3 NOTICES

Every notice or payment to be served upon or made to the Township shall be sent to:

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

The Township may specify any change of address in writing to Comcast.

Every notice to be served upon Comcast shall be sent to:

Comcast
15 Summit Park Drive
Pittsburgh, PA 15275
Attention: Government Affairs Department

With a copy to:

One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

Comcast may specify any changes of address in writing to the Township.

Each delivery to Comcast or the Township shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

13.4 EQUAL EMPLOYMENT OPPORTUNITY

Comcast is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment.

13.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.6 GOVERNING LAW

This Agreement shall be governed and construed by and in accordance with the laws of the Commonwealth of Pennsylvania. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of Pennsylvania, County of Allegheny, or in the United States District Court for the Western District of Pennsylvania.

13.7 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Township and Comcast. This Agreement supersedes all prior agreements or ordinances, or parts of agreements or ordinances that are in conflict with the provisions herein.

13.8 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be unlawful, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

13.9 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Township or Comcast may notify the other party of its desire to amend this Agreement in order to comply with the change in statute or regulation. The Township and Comcast may amend this

Agreement to comply with such change in statute or regulation provided such amendment is approved by the Township and Comcast.

13.10 NO THIRD-PARTY BENEFICIARIES

Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any other person to enforce the terms of this Agreement.

13.11 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Comcast, the Township and their respective successors and assigns. This Agreement is authorized by Ordinance No._____ dated _____, 2010 of the Township.

SECTION 14
DEFINITIONS

The following terms used in this franchise shall have the following meanings:

(a) Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Comcast.

(b) Basic Service - That service tier which shall include at least the retransmission of local broadcast television signals and any educational and/or governmental access channels.

(c) Broadcast - Over-the-air transmission by a television or radio station.

(d) Cable Service - The one-way transmission to Subscribers of video programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Township, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section

621 of the Cable Act) to the extent that facility is used in the transmission of video programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (D) an open video system that complies with Section 653 of the Cable Act; or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Complaint - Any written (including electronic) or oral communication by a Subscriber expressing dissatisfaction with any aspect of Comcast's business or the operation of its Cable System.

(g) Drop - The coaxial or fiber optic or other cable that connects a home or building to the Cable System.

(h) FCC - Federal Communications Commission.

(i) Gross Revenues - All revenue received directly or indirectly by Comcast or its Affiliated Entities attributable to, or in any way derived from the operation of Comcast's Cable System in the Township to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include, but are not limited to, the following:

(1) Basic Service fees;
(2) fees charged to Subscribers for any service tier other than Basic Service;
(3) fees charged for premium services;
(4) fees charged to Subscribers for any optional, per-channel or per-program services;
(5) revenue from the provision of any other Cable Services;
(6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video or audio programming;
(7) fees for downgrading any level of Cable Service programming;
(8) fees for service calls;
(9) fees for leased access channels;
(10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
(11) rental or sales of any and all subscriber equipment, including converters and remote control devices;
(12) studio rental, production equipment and personnel fees;
(13) any and all locally-derived advertising revenues;
(14) revenues or commissions from locally-derived home shopping channels;
(15) revenue from interactive television services;

(16) fees for any and all music services;
(17) fees for video-on-demand;
(18) sales of hard-copy program guides;
(19) late payment fees;
(20) NSF check charges; and
(21) franchise fees.

Gross Revenues shall not include bad debts, investment income, refunded deposits, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the Township, state, federal or other governmental unit.

(j) Normal Business Hours - Those hours during which most similar businesses in the community are open to serve customers. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

(k) Normal Operating Conditions - Business conditions within Comcast's service department which are within the control of Comcast. Those conditions that are not within the control of Comcast include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

(l) Outlet - An interior receptacle that connects a television set to the Cable System.

(m) Programming - Any video or audio signal carried over the Cable System.

(n) Service Interruption - The loss of picture or sound on one (1) or more channels.

(o) Subscriber - A person or entity who contracts with Comcast for, and lawfully receives, the video signals and Cable Services distributed by the Cable System.

WITNESS our hands and official seals to this Cable Franchise Agreement.

ATTEST

Rebecca Bradley

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli

Name (Print): SYLVIA J. MARTINELLI

Title: PRESIDENT

Date: 3-29-10

ATTEST:

Ralph L. McClellan Jr

COMCAST OF PENNSYLVANIA II, L.P.

By:

Name (Print): DAVID R. BREIDINGER

Title: SENIOR VICE PRESIDENT

Date: MARCH 29, 2010

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1005

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE I, SECTION 173-4, ZONING MAP, BY REZONING CERTAIN PROPERTIES ON RIDGECREST DRIVE FROM ZONING DISTRICT COMMERCIAL TO ZONING DISTRICT RESIDENTIAL 3, BY REZONING CERTAIN PROPERTIES ON BROWN AVENUE FROM ZONING DISTRICT RESIDENTIAL 3 TO ZONING DISTRICT COMMERCIAL, AND BY REZONING CERTAIN PROPERTIES ON LARIMER AVENUE FROM ZONING DISTRICT RESIDENTIAL 3 AND RESIDENTIAL 4 TO RESIDENTIAL 2.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission and their consultant have determined that zoning in certain areas of the community no longer adequately meets the community development objectives initially established in the Comprehensive Plan as adopted and amended by the Governing Body; and

WHEREAS, as a result of a nine-month review process by the Planning Commission and their consultant, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Map to comply with the recommendations and objectives of the Planning Commission.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map is hereby amended to rezone the following property situate in the Township of Wilkins, Allegheny County, Pennsylvania from zoning district classification Commercial to Residential 3, as is more fully described in Exhibit "A" attached hereto and made a part hereof:

Lot/Block #:	Physical Address:	Lot/Block #:	Physical Address:
452-C-384-001	2 Ridgecrest Drive	452-C-359	9 Ridgecrest Drive
452-D-353	Vacant Land – Lougey Road	452-C-388	6 Ridgecrest Drive
452-C-376	1 Ridgecrest Drive	452-C-354	120 Ridgecrest Drive
452-C-367	5 Ridgecrest Drive	452-C-344	118 Ridgecrest Drive
452-C-335	114 Ridgecrest Drive	452-C-316	106 Ridgecrest Drive
452-C-325	110 Ridgecrest Drive	452-C-306	102 Ridgecrest Drive
452-C-301	Vacant Land, Ridgecrest Drive	452-C-293	98 Ridgecrest Drive
452-C-287	94 Ridgecrest Drive	451-R-210	90 Ridgecrest Drive
451-R-204	86 Ridgecrest Drive	451-R-188	78 Ridgecrest Drive
451-R-183	74 Ridgecrest Drive	451-R-196	No assessment record
452-C-393	89 Ridgecrest Drive	452-C-395	85 Ridgecrest Drive
452-C-397	81 Ridgecrest Drive	452-C-399	77 Ridgecrest Drive
451-R-017	73 Ridgecrest Drive	451-R-023	69 Ridgecrest Drive
451-R-029	65 Ridgecrest Drive	451-R-035-0001	61 Ridgecrest Drive
451-R-076-0001[1]	25 Ridgecrest Drive	451-R-068[2]	82 Ridgecrest Drive
451-R-042[3]	No assessment record	451-R-040	57 Ridgecrest Drive
452-C-391	10 Ridgecrest Drive	452-D-338	3815 Greenvalley Drive
452-D-351-0001[4]	Vacant Land – Lougey Road	451-L-178	816 Gramac Lane
451-R-070[5]	29 Ridgecrest Drive	451-R-088	14 Ridgecrest Drive

[1] Only that portion of property located within the Municipal boundary of Wilkins Township.
[2] Mapped as 451-R-196
[3] See 451-R-043
[4] Only that portion of property located within the Municipal boundary of Wilkins Township.
[5] Only that portion of property located within the Municipal boundary of Wilkins Township.

Lot/Block #:	Physical Address:	Lot/Block #:	Physical Address:
451-R-081[6]	21 Ridgecrest Drive	451-R-043[7]	53 Ridgecrest Drive

Section 2. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map is hereby amended to rezone the following property situate in the Township of Wilkins, Allegheny County, Pennsylvania from zoning district classification Residential 3 to Commercial, as is more fully described in Exhibit "B" attached hereto and made a part hereof:

Lot/Block #:	Physical Address:	Lot/Block #:	Physical Address:
455-A-345	501 Brown Avenue	455-A-270	491 Brown Avenue
455-A-238	463 Brown Avenue	455-A-146	460 Brown Avenue
454-N-077	500 Brown Avenue[8]	455-A-150[9]	Vacant Land – Brown
455-A-185	470 Brown Avenue	455-A-249	Land - Washington

Section 3. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map is hereby amended to rezone the following property situate in the Township of Wilkins, Allegheny County, Pennsylvania from zoning district classification Residential 3 and Residential 4 to Residential 2, as is more fully described in Exhibit "C" attached hereto and made a part hereof:

Lot/Block #:	Physical Address:	Lot/Block #:	Physical Address:
454-R-012	715 Larimer Avenue	454-R-014	711 Larimer Avenue
454-R-016	707 Larimer Avenue	454-P-060	701 Larimer Avenue
454-P-058	699 Larimer Avenue	454-P-055	697 Larimer Avenue
454-P-050	695 Larimer Avenue	454-P-048	691 Larimer Avenue
454-P-045	687 Larimer Avenue	454-P-044	685 Larimer Avenue
454-P-043	683 Larimer Avenue	454-P-042	Vacant Land – Larimer
454-P-040	677 Larimer Avenue	454-P-038	675 Larimer Avenue
454-P-036	673 Larimer Avenue	454-P-034	669 Larimer Avenue
454-P-032	665 Larimer Avenue	454-P-029	661 Larimer Avenue
454-P-028	657 Larimer Avenue	454-P-026	Vacant Land – Larimer
454-P-024	Vacant Land – Larimer	454-P-022	Vacant Land – Larimer
454-P-020	Vacant Land – Larimer	455-B-317	621 Larimer Avenue
455-B-318	617 Larimer Avenue	455-B-322	611 Larimer Avenue
455-B-325	Vacant Land – Stewart	454-P-066	Land McMasters[10]
455-B-315	Vacant Land – Semmens	454-L-134	825 Larimer Avenue
454-L-130	817 Larimer Avenue	454-L-126	813 Larimer Avenue
454-L-124	811 Larimer Avenue	454-L-122	807 Larimer Avenue
454-K-070	803 McMasters Avenue	454-K-050	Land – Churchill[11]
454-D-182	Vacant Land – 941 Larimer	454-H-094	937 Larimer Avenue
454-H-086	931 Larimer Avenue	454-H-082	925 Larimer Avenue
454-H-074	Vacant Land – 921 Larimer	454-H-070	915 Larimer Avenue
454-H-066	909 Larimer Avenue	454-H-062	Land – 907 Larimer
454-H-058	901 Larimer Avenue	454-H-054	895 Larimer Avenue
454-H-042	893 Larimer Avenue	454-M-006	883 Larimer Avenue
454-L-164	881 Larimer Avenue	454-L-150	Vacant Land – Larimer
454-L-148	875 Larimer Avenue	454-L-146	871 Larimer Avenue
454-L-144	869 Larimer Avenue	454-L-142	Vacant Land – Larimer
454-L-140	861 Larimer Avenue	454-M-010	880 Larimer Avenue
454-L-172	Vacant Land – Larimer	454-L-178	870 Larimer Avenue
454-L-180	868 Larimer Avenue	454-L-182	862 Larimer Avenue
454-L-184	858 Larimer Avenue	454-L-186	854 Larimer Avenue
454-L-188	852 Larimer Avenue	454-L-190	846 Larimer Avenue

[6] Only that portion of property located within the Municipal boundary of Wilkins Township.
[7] Mapped as 451-R-042
[8] Parcel 454-N-077 would provide a 50' buffer area along Washington Avenue (R-4).
[9] The first 100' of Brown Avenue frontage for Parcel 455-A-150 (Vacant Land) will be changed to C-1 from R-4.
[10] Contiguous to 454-P-50
[11] To a depth of 100 feet

Lot/Block #:	Physical Address:	Lot/Block #:	Physical Address:
454-L-192	844 Larimer Avenue	454-L-193	840 Larimer Avenue
454-R-004	Vacant Land – Larimer	454-R-002	716 Larimer Avenue
454-L-212	800 Larimer Avenue	454-L-210	806 Larimer Avenue
454-L-194	838 Larimer Avenue	454-L-198	836 Larimer Avenue
454-L-198A	832 Larimer Avenue	454-L-199	828 Larimer Avenue
454-L-200	826 Larimer Avenue	454-L-202	822 Larimer Avenue
454-L-204[12]	818 Larimer Avenue	454-L-206	814 Larimer Avenue

Section 4. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 5. 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, sections 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 6. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 10th day of May, 2010, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia Martinelli, President

[12] Extends from Larimer to Railroad Street

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1006

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE I, GENERAL PROVISIONS, SECTION 173-4, ZONING MAP; ARTICLE III, DISTRICT REGULATIONS, SECTION 173-8, ZONING DISTRICTS, SECTION 173-11, CONDITIONAL USES, SECTION 173-13, LOT AND YARD REQUIREMENTS AND ARTICLE VI, CONDITIONAL USES, SECTION 173-49, CRITERIA FOR APPROVAL TO ADD A TRADITIONAL NEIGHBORHOOD DEVELOPMENT (TND) OVERLAY DISTRICT AS A CONDITIONAL USE FOR LARIMER AVENUE FROM HARRISON ROAD TO CHURCHILL ROAD

WHEREAS, the Wilkins Township Comprehensive Plan identifies the provision of a safe, decent and sanitary home in a suitable environment for all families and individuals in Wilkins Township as one of the Community Development Objectives; and

WHEREAS, Larimer Avenue in Wilkins Township has seen incremental disinvestment over the past ten years, as evidenced by a pattern of code violations, structure demolition, and absentee ownership; and

WHEREAS, due to traffic levels and topographic limitations, the area is not well suited for future residential development; and

WHEREAS, the Township of Wilkins has concluded that alternative uses along this corridor could benefit the Township, its citizens, and the property owners of this area; and

WHEREAS, Article VII-A of the Pennsylvania Municipalities Planning Code grants powers to municipalities to create a Traditional Neighborhood Development District as an overlay zone; and

WHEREAS, the purposes of such districts include: the extension of greater employment opportunities; encouragement of more efficient use of land and provision of a range of workplaces.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins, and it is hereby ordained and enacted as follows:

Section 1. Chapter 173 of the Wilkins Township Codified Book of Ordinances, Article I, Section 173-4, Zoning Map is hereby amended to include a zoning district, adopted under the powers conferred by Article VII-A of the Pennsylvania Municipalities Planning Code, known as the Larimer Avenue Redevelopment Overlay District (LAR-TND). The following lot/block numbers shall be included in the LAR-TND Overlay:

Lot/Block	Physical Address	Lot/Block	Permanent Address
454-D-182	941 Larimer Avenue	454-H-094	937 Larimer Avenue
454-H-086	931 Larimer Avenue	454-H-082	925 Larimer Avenue
454-H-074	921 Larimer Avenue	454-H-070	915 Larimer Avenue
454-H-066	909 Larimer Avenue	454-H-062	907 Larimer Avenue
454-H-058	901 Larimer Avenue	454-H-054	895 Larimer Avenue
454-H-042	893 Larimer Avenue	454-M-006	883 Larimer Avenue
454-L-164	881 Larimer Avenue	454-L-150	Vacant Land – Larimer
454-L-148	875 Larimer Avenue	454-L-146	871 Larimer Avenue
454-L-144	869 Larimer Avenue	454-L-142	Vacant Land – Larimer
454-L-140	861 Larimer Avenue		

Section 2. Chapter 173 of the Wilkins Township Codified Book of Ordinances, Article III, Section 173-8 is hereby amended to add LAR-TND as a zoning district, as follows:

LAR-TND Larimer Avenue Traditional Neighborhood Development District.

Section 3. Chapter 173 of the Wilkins Township Codified Book of Ordinances, Article III, Section 173-11 is hereby amended to add LAR-TND as a Conditional Use, as Paragraph I, as follows:

I. LAR-TND Larimer Avenue Traditional Neighborhood Development District

(1) All those permitted uses as identified in the R-2 Residential District.

(2) All those permitted uses as identified in the R-1 Residential District.

(3) Ambulance Station

(4) Professional Offices/ Personal and Professional Services. Such uses may include:

i. General Business Offices;
ii. Insurance Offices;
iii. Real Estate Offices;
iv. Beauty and Barber Shops;
v. Offices for Medical Doctors, Chiropractors and Dentists;
vi. Office of Accountants.

(5) Contractor Yards

(6) Self-Storage Facilities

(7) Dry Cleaners and Laundries

(8) Laundromats

(9) Light Manufacturing and Assembly

Section 4. Chapter 173 of the Wilkins Township Codified Book of Ordinances, Article III, Section 173-13, Paragraph A, Table of Lot, Area and Bulk Requirements is hereby amended to add LAR-TND as follows:

LAR-TND See §173-49L

Section 5. Chapter 173 of the Wilkins Township Codified Book of Ordinances, Article VI, Conditional Uses, Section 173-49, Criteria for Approval, is hereby amended to add 173-49, Paragraph L, as follows.

L. Larimer Avenue Traditional Neighborhood Development District LAR-TND. The following criteria shall apply to all uses listed in §173-11(I), subparagraph (3) through subparagraph (9):

(1) There shall be no minimum lot area; however, a minimum usable lot area of 7,200 square feet shall be required. Usable lot area shall be interpreted as a contiguous lot area with a slope of three percent (3%) or less.

(2) Building Size: A building of 3,240 square feet each usable lot (i.e., 7,200 square feet) is permitted. Usable lots in excess of 7,200 square feet shall be allowed to have a building equal to forty-five percent (45%) of the usable lot area. (Example: A developer with a 9,000 square foot usable lot could build a 4,050 square foot building).

(3) Parking: All parking shall comply with Section 173-23 of the Codified Book of Ordinances.

(4) All off-street loading shall comply with Section 173-23 of the Codified Book of Ordinances.

(5) Driveways and Access: Larimer Avenue is owned and maintained by the Commonwealth of Pennsylvania. As such, the proper highway occupancy permits shall be obtained from the Pennsylvania Department of Transportation and proof of same will be required by the Township.

(6) A landscaping plan for the proposed development shall be submitted. Also, any development which abuts a residential use shall provide a 10-foot buffer strip along the side boundary line. All plants shall be selected from species that are hardy in the area and shall be sound nursery stock. Developers will have two options for the buffer strip.

a) Type I Buffer: To consist of a double row of Norway spruces planted at oblique lines to one another so that a continuous screen is provided. All trees shall be a minimum of four (4) feet in height at the time of planted. Trees which die shall be replaced within six (6) months.

b) Type II Buffer: A Type II buffer shall consist of a single row of any species of coniferous tree, shrub, or plant that will block a line of sight from the level of existing grade to at least four (4) feet in height at time of planting, and grow to at least six (6) feet in height.

In addition to screening, the developer shall submit a general landscaping plan including foundation planting around structures. Any landscaping strip along Larimer Avenue shall be composed of plantings that will not block clear views for vehicles entering or leaving the premises.

(7) Building Design: Although expensive buildings will not be required, the Township expects modern, clean structures (see Design manual); or professional workmanlike structural rehabilitation; buildings of plain, painted, or unpainted cement blocks will not be approved.

(8) Lot Design and Slope Protection: Any development which encroaches on the toe of a slope of 2:1 or greater shall provide a geotechnical investigation report and suitable structure(s) to assure slope stability. The design shall be provided by a professional engineer licensed in Pennsylvania. Said design shall have the engineer's name and professional stamp upon the same.

(9) Height of Structures: All structures, including signs, shall not exceed 35 feet.

(10) Sidewalks: A sidewalk of at least four (4) feet in width shall be provided along Larimer Avenue. Construction shall follow Pennsylvania Department of Transportation specifications.

(11) Set Backs: All structures shall be set back at least ten (10) feet from any lot line and at least five (5) feet from any required screening. Larger front yard setbacks from Larimer Avenue shall be required in accordance with the following schedule; the depth of the lot will be calculated from the front property line to the rear of the usable lot area.

Depth of Lot	Required Setback
60 feet or less	10 feet
60 – 70 feet	15 feet
Greater than 70 feet	20 feet

(12) Stormwater Management Plan: The developer shall file and have approved, a stormwater plan with the Township that follows the Township's Stormwater Management Ordinance, Chapter 148, Article V, Section 24.

(13) Signage: Signage shall be consistent with the requirements of Article V of the Township's Zoning Ordinance (Chapter 173) as permitted in the Commercial District.

(14) Dumpsters: All Dumpsters or roll off boxes (except temporary ones used during construction or demolition) shall be enclosed. The enclosure shall consist of masonry construction on three sides with an opaque gate on the fourth side to allow for pickup and emptying. The exterior shall harmonize with the primary building on site. Dumpsters shall be placed behind the front wall of the primary building.

(15) Processing: LAR-TND Applications shall be processed in accordance with §173-46 through §173-49 of the Zoning Ordinance. The approval or denial of plans shall be based upon their conformance with the criteria set forth by this district and the Design Manual. The process for review and approval of development proposals shall be as follows:

a) Step 1 – Sketch Plan Meeting: Though not required, developers are strongly encouraged to develop a sketch plan prior to submitting a formal development proposal. This proposal can be presented at any public meeting of the Township (Commissioners, Planning Commission) for informal review and comment.

b) Step 2 – Formal Development Proposal: The developer shall present a formal development proposal to the Township. The Township does not require elaborate plans and specifications, but will require a submission sufficient for review. The submission shall consist of:

i. A site plan showing proposed building layout, parking, road access, buffer strip and general landscaping;

ii. An elevation or similar representation of the proposed structure(s). This need not be an architectural rendering;

iii. Signage

Special Note: The design of all proposals shall be judged using the LAR-TND Design Manual. This manual is available at the Administrative office of the Township.

c) Step 3 – Planning Commission Review: A copy of the Formal Development Proposal will be forwarded to the Planning Commission and a copy will be sent to the Township Engineer. The Planning Commission shall meet with the developer to discuss the proposal and shall report their findings and recommendations to the Board of Commissioners.

d) Step 4 – Township Commissioners Public Hearing: The Township Commissioners shall schedule and hold a public hearing on the proposal pursuant to public notice. After the public hearing, the proposal shall be approved; conditionally approved; or denied. Any conditional approval or denial shall clearly set forth the reasons for such action.

Section 6. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 7. Severability. If any sentence, clause, section, or part of this Ordinances 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, sections 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 8. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 10TH day of MAY, 2010, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

Sylvia J. Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NUMBER: 1007

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE V, SIGNS, SECTION 173-28, DEFINITIONS, TO ADD A DEFINITION FOR SPECIAL ADVERTISING AND REAL ESTATE SIGNS; TO ADD DEFINITIONS FOR ARTERIAL, COLLECTOR AND LOCAL STREETS AND AMEND THE DEFINITION OF TEMPORARY SIGNS; AMENDING SECTION 173-30, EXCEPTIONS, PARAGRAPH G, TEMPORARY POLITICAL SIGNS TO ELIMINATE TIME LIMITATIONS ON PRIVATE PROPERTY, THE NUMBER OF PERMITTED SIGNS ON PRIVATE PROPERTY AND THE REQUIRED LOCATION OF POLITICAL SIGNS ON PRIVATE PROPERTY; DECREASING THE HEIGHT OF POLITICAL SIGNS ON BOTH PRIVATE PROPERTY AND PUBLIC PROPERTY FROM SIX FEET TO FOUR FEET; AMENDING SECTION 173-35, TABLE I TO PROVIDE FOR REQUIREMENTS FOR SPECIAL ADVERTISING AND REAL ESTATE SIGNS AND AMEND HEIGHT REQUIREMENTS FOR FREE STANDING SIGNS; AND AMENDING SECTION 173-38, FREESTANDING SIGNS, TO ADD HEIGHT REQUIREMENTS BASED UPON STREET CLASSIFICATION.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission have determined that the zoning for permanent, freestanding signs, and temporary and banner signs, including political signs no longer adequately meets the community objectives initially established in the Comprehensive Plan as adopted and amended by the Governing Body; and

WHEREAS, as a result of a review process by the Planning Commission, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Ordinance to comply with the recommendations and objectives of the Planning Commission.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173-28, Definitions, of the Zoning Code is hereby amended to amend the definition of temporary sign and to add the following definitions:

ARTERIAL: A street classification which includes highways that provide intracounty or intermunicipal traffic of substantial volumes where the average trip lengths are usually five (5) miles or greater. Generally, these highways should accommodate operating speeds of thirty-five (35) to fifty-five (55) miles per hour.

COLLECTOR: A street classification which is intended to include those highways which connect local access highways to arterial highways. They may serve intracounty and intramunicipal traffic. They may serve as traffic corridors connecting residential areas with industrial, shopping and other service. They may penetrate residential areas. Generally, these highways will accommodate operating speeds of thirty five (35) miles per hour.

LOCAL ACCESS: A street classification intended to include streets and roads that provide direct access to abutting land and connections to higher classes of roadways. Traffic volumes will be low and travel distances generally short. These streets and roads should be designed for operating speeds of twenty-five (25) miles per hour or under.

SPECIAL ADVERTISING AND REAL ESTATE SIGN: A temporary, non-illuminated sign made of flexible, non-reflective material, or solid metal, or wood, secured by grommets, nails, ropes, cords, stakes or other temporary means to buildings, structures or the ground, that announces a special event or sale, including real estate sales and leases, or the

names of contractors, mechanics or artisans engaged in performing work on the premises.

TEMPORARY SIGN: A sign which is erected for a limited time period, including garage sale signs, grand opening signs, celebration signs and political campaign signs

WEDGE-SHAPED SIGN: A temporary, non-illuminated "Special Advertising and Real Estate Sign" which has two sign faces of identical size and dimension placed at an angle which is greater than forty-five degrees (45°) and secured or attached to more than one support structure. A wedge shaped sign with identical copy on both sides shall be deemed to be one sign. A wedge shaped sign with different copy on each side shall be deemed to be two signs.

Section 2. Chapter 173-30, Paragraph G, Subparagraphs (1) through (2), Temporary Political Signs, is amended to read as follows:

G. Temporary political signs. Temporary political signs announcing political candidates seeking office, political parties and/or political and public issues contained on a ballot shall be subject to the following:

(1) Private Property:
   a. Area. Temporary political signs shall not exceed an aggregate gross surface area of twenty (20) square feet.
   b. Height. Temporary political signs shall not project higher than four (4') feet, as measured from base of sign or grade of the nearest adjacent roadway, whichever is higher.

(2) Public Property:
   a. No sign shall be erected on public property which:
      i. Obstructs the site triangle distance at an intersection along a public right-of-way.
      ii. Tends by its location, color, shape, message or nature to be confused with or obstruct the view of traffic signs or traffic signals by motorists or pedestrians; no red, green or yellow illuminated signs shall be permitted within 300 feet of any traffic signal.
      iii. Uses admonitions such as stop, go, slow, danger, etc., which might be confused with traffic signals.
      iv. Exceeds an aggregate gross surface area of 20 square feet.
      v. Temporary political signs shall not project higher than four feet, as measured from base of sign or grade of the nearest adjacent roadway, whichever is higher.
      vi. No temporary political sign shall be erected in any public park or land which is part of the Township Municipal Building site.
   b. Special conditions as to all temporary political signs on public property.
      i. Timing. Temporary political signs may be erected or maintained for a period not to exceed 30 days prior to the date of the election to which such signs are applicable and shall be removed within seven days following such election. The candidate is responsible for all political signs of the candidate.
      ii. Permit.
         1. The erector of such signs or an authorized agent of the political party or candidate shall apply for and obtain a permit from the Township Zoning Officer and deposit with the Township at the time of his application a fee in an amount established by resolution as a guarantee that all such signs shall be removed promptly within seven days after the date of the election to which such signs relate. If such signs are not removed at the end of the seven-day period, the Township will then have them removed and keep the full sum deposited to reimburse the expense incurred by the Township. The Township Commissioners shall determine by resolution the amount of deposit which shall be returned upon the satisfactory removal of such signs within the seven day period.

         2. All signs erected without a permit shall be removed forthwith by the Township and, if not claimed by the owner, within 10 days of

removal, disposed of. If claimed by the owner, the permit fee due shall be paid.

Section 3. Chapter 173-30, Exemptions, Paragraph G, Subparagraphs (3) through (6), inclusive are hereby deleted.

Section 4. Chapter 173-35, Table I of the Zoning Code is hereby amended to add the following:

Type of Sign	**Residential/ Residential-Commercial-1**	**Commercial**	**Manufacturing**
Freestanding Sign			
Maximum Height (feet)		**See §173-38**	
Special Advertising and Real Estate Sign			
Permitted	Yes	Yes	Yes
Maximum number	2	2 per public street front	
Maximum surface area (square feet)	6	Building mounted see §173-41C Ground mounted see "NOTES"	
Maximum height	4 feet	Building mounted see §173-41E Ground mounted 8 feet	
Maximum length	----------	Building mounted see §173-41C Ground mounted see "NOTES"	
Minimum spacing between signs	----------	None	None
Illumination	No	No	No
Setback	----------	Building mounted same as building setback Ground mounted see "NOTES"	
Placement	See 173-30D	----------	----------
Time limit	See 173-30D & G	Contractor or Artisan's Sign: 10 days after the issuance of a certificate of occupancy. Real Estate Signs: 10 days following sale or lease of property. Special Advertising Sign: Not more than 10 days Before nor more than 10 days following the special event or sale, with a maximum of 30 days.	

NOTES: Size. Ground mounted special advertising and real estate sign shall have a maximum allowable sign surface area as follows:

Minimum Distance of Sign From Road Right-of-Way Line (feet)	**Maximum Sign Size (square feet)**

20 to 75	32
75 to 250	90
250 or more	140

Section 5. Chapter 173-35, Table I of the Zoning Code is hereby amended to delete the following in it's' entirety:

"NOTES: When a banner sign is approved for use in the C Commercial District or in the M Manufacturing District, the maximum allowable sign surface area shall be 32 square feet."

Section 6. Chapter 173-38 of the Zoning Code is hereby amended to add the following paragraph:

D. Freestanding Sign Height:

1. The maximum permitted height of a Freestanding Sign in Residential Zoning Districts (R-1 through R-4) is five (5) feet.

2. The maximum permitted height of a Freestanding Sign in Residential-Commercial (RC1), Commercial (C-1) and Manufacturing (M-1) shall be determined based upon street classification, as follows:

Street Classification	Maximum Height of Freestanding Sign
Arterial	16'
Collector	8'
Local	6'

Section 7. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 8. 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, sections 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 9. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of **Commissioners.**

ORDAINED AND ENACTED this 13th day of September 2010, at a duly assembled public meeting.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NO.: 1008

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA, OFFICIALLY ADOPTING VARIOUS ROADS IN THE TOWNSHIP OF WILKINS WHICH WERE CONSTRUCTED PRIOR TO JANUARY 1, 1985 AS PUBLIC ROADS IN THE TOWNSHIP OF WILKINS; AND REPEALING ALL INCONSISTENT ORDINANCES.

SECTION I: ENACTING CLAUSE:

Be it ordained and enacted by the Wilkins Township Board of Commissioners, and it is hereby ordained and enacted by the authority of the same, that from and after the effective date of this Ordinance, the following avenues, drives, lanes, roads and street which were constructed prior to January 1, 1985, are hereby adopted officially as public roads in the Township of Wilkins for the following lengths and widths:

Name of Street	From	To	Length	Width
Sunset Drive	Old William Penn	Hawthorne Dr.	4167'	24'
Old William Penn	Sunset Drive	Sylvia Lane	1972'	25'
Ridgecrest Drive	Lougeay Road	Lougeay Road	2305'	29'
Princeton Drive	Parkway Jewish Ctr	End	1900'	24'
Northern Pike	Jefferson Heights	End	2105'	21'
Jefferson Heights	Orion Drive	Line monument	2030'	24'
Straley Bridge	Brown Avenue	Private residence	-----	----
Balint Bridge	Brown Avenue	Private residence	75'	18'
Upper Mortimer	Clugston Avenue	Clugston Avenue	1085'	16'
Boone Alley	Clugston Avenue	Clugston Avenue	530'	16'
Ayers Avenue	Negley Avenue	End	780'	17'

SECTION II: REPEALER:

All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

SECTION III: 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, sections 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.

ORDAINED AND ENACTED this 13th day of September, 2010

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1009

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 156, TAXATION, ARTICLE VIII, TAX NOTICES, DISCOUNTS, PENALTIES AND INTEREST, TO ENACT AN INTERIM ASSESSMENT OF NEW CONSTRUCTION AND IMPROVEMENTS

WHEREAS, currently the Township of Wilkins does not assess new construction until the end of the tax year; and

WHEREAS, this practice allows new construction to avoid paying the proper assessment until the end of the tax year; and

WHEREAS, the Board of Commissioners of the Township of Wilkins wish to adopt an ordinance requiring such properties be assessed when an occupancy permit is issued.

NOW, THEREFORE, be it **ORDAINED** and **ENACTED** by the Board of Commissioners of the Township of Wilkins and it is hereby **ORDAINED** and **ENACTED** as follows.

Section 1. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 156, Taxation, Article VIII, Tax Notices, Discounts, Penalties and Interest Section 156-88, Notices of real estate taxes due, is hereby amended to add the following, beginning at Paragraph C.

C. Interim Real Estate Tax Assessment on New Construction and Improvements.

(1) Establishment of Interim Real Estate Tax Assessment. Commencing with the tax year 2011 and each year thereafter, there shall be established an interim tax assessment of new construction and improvements in the Township of Wilkins.

(2) Notice to Manager. The Wilkins Township Building Code Official shall advise the Manager or his/her designee of the issuance of all building permits for new construction and/or improvements.

(3) Information to be shared with Woodland Hills School District. The Manager shall share this information with the Business Manager for the Woodland Hills School District.

(4) Notice to the Allegheny County Board of Property Assessment Appeals and Review. Either the Township Manager or the Woodland Hills Business Manager or their respective designees are directed to notify the Allegheny County Board of Property Assessment Appeals and Review (Assessor's Office) or such other authority responsible for the assessment of property within the Township of Wilkins of the issuance of a building permit for new construction and/or the improvement of an existing structure within the Township of Wilkins.

(5) Exempt Property Excepted. The direction contained herein shall not apply to real estate which has been declared exempt from real estate taxes in the Township of Wilkins.

(6) Reassessment. Upon reassessment, any interimly reassessed property shall be added to or revised on the Wilkins Township real estate tax duplicate for that calendar year.

(7) Proportionate Reassessment. The reassessed property shall be taxable for Wilkins Township real estate tax purposes for the proportionate part of the calendar year remaining after the property was constructed and/or improved.

(8) New Construction to be Measured at the Time of Occupancy. The entire improvement or new construction shall be generally measured at and from the time of occupancy.

(9) Occupancy from the First Day of the Month. Occupancy occurring during the month shall be treated as occurring on the first day of the following month.

(10) Tax Collector to be Notified of Additions and Revisions. A certified list of additions and revisions will be furnished by Wilkins Township to the Wilkins Township Real Estate Tax Collector.

(11) Tax Collector to Notify Property Owner. Within 10 days, the Wilkins Township Real Estate Tax Collector shall notify the property owner of the real estate taxes due and owing to Wilkins Township.

Section 2. 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, sections or parts of this Ordinance. It is hereby declared as the intent 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 3. Effective Date.

This Ordinance shall become effective upon the date of adoption herein.

ORDAINED and ENACTED into law this 22nd day of November, 2010.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

ORDINANCE NUMBER: 1010

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 124, PROPERTY MAINTENANCE, ADDING REGULATIONS GOVERNING REGISTRATION AND LICENSING OF RESIDENTIAL RENTAL UNITS.

WHEREAS, the Township of Wilkins wishes to promote and preserve the health, welfare and general safety of individuals residing in Wilkins Township by requiring upkeep of all residential units and strictly enforcing penalties for non-compliance; and

WHEREAS, in considering the adoption of this article, the Township makes the following findings: (1) There is a growing concern in the community with the general decline in the physical condition of residential rental units; (2) Township records show that there is a greater incidence of problems with the maintenance and upkeep of residential properties, which are not owner occupied as compared to those that are owner occupied; and (3) Violations of various codes are generally less severe at owner-occupied units as compared to residential rental units.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby Ordained and Enacted as follows:

Section 1. The Code of the Township of Wilkins, Chapter 124, Sections 124-15 through Section 124-20 is hereby Reserved.

Section 2. The Code of the Township of Wilkins, Chapter 124, Sections 124-21, through Section 124-23 is hereby added as Article III and shall read as follows:

Section III

Residential Rental Registration and Annual Licensing

124-21. Definitions.

For the purposes of this Article, the following terms shall have the meaning hereafter designated.

LANDLORD – One or more persons as defined by this section, jointly or severally, in whom all or part of the legal title to the premises is vested or all or part of the beneficial ownership and a right to present use and enjoyment of the premises, including a mortgage holder in possession of a residential rental unit (same as "owner").

RENTAL LICENSE – The license issued to the owner of residential rental units under this Ordinance, which is required for the lawful rental and occupancy of residential rental units.

OCCUPANT – An individual who resides in a unit or structure whether or not the individual is the owner of the unit or structure thereof, with whom a legal relationship with the owner or landlord of the unit or structure is established by a written lease or by the laws of the Commonwealth of Pennsylvania.

RESIDENTIAL RENTAL UNIT – Any structure within the township which is occupied by someone other than the owner of the real estate as determined by the most current deed and for which the owner of the said parcel of real estate received any value, including but not limited to money, or the exchange of services.

TENANT – An individual who resides in a rental unit, whether or not he or she is the owner thereof, with whom a legal relationship with the owner/landlord is established by a lease or by the laws of the Commonwealth of Pennsylvania (same as "occupant").

§124-22. Registration.

A. General. It shall be the duty of every owner to keep and maintain all rental units in compliance with all applicable State laws and regulations and local ordinances and to keep such property in good and safe condition. The owner/landlord shall be responsible for regularly performing all maintenance, including lawn mowing and ice and snow removal, and for making any and all repairs in and around the premises.

B. Registration. Every owner of a residential rental unit must register the unit with the Code Enforcement Officer in accordance with the following schedule:

(1) All owners of residential units must register the unit with the Code Enforcement Officer by January 10th of each year.

(2) Any individual, entity or firm which converts any structure to a residential rental unit or units shall register the residential rental unit or units with the Code Enforcement Officer of the Township upon the earliest occurrence of the following scenarios:

a. Within thirty (30) days of the completion of the conversion;

b. Within thirty (30) days of the time when any rent, including the exchange of other services for the unit or units is obtained;

c. Within thirty (30) days of the date which a tenant or tenants occupies the unit or units.

(3) It shall be the responsibility of the grantee and the grantee's agent, to notify the Township within seventy-two (72) hours of any purchase or transfer of a rental unit.

(4) The owner of a residential rental unit must update the registration information on record with the Code Enforcement Officer within ten (10) days of any changes of the information set forth below.

(5) Registration information shall be provided by all owners and shall include the following:

a. Owners name, address, telephone number;

b. Property address and number of units;

c. Maximum occupancy per unit;

d. A floor plan with the measurements of each room within the residential rental unit.

e. Emergency telephone number;

f. Actual number of occupants;

g. Names and addresses of current tenants.

(6) Any owner of a residential rental unit shall notify the Township within ten (10) days of a new tenant occupying, renting or residing in the landlord's or owner's residential rental unit.

C. Licenses.

(1) As a prerequisite to entering into a rental agreement or permitting the occupancy of any rental unit (except as provided in subsection (C)(2) below, the owner of every such rental unit shall be required to apply for and obtain a license for each rental unit whose fee shall be set from time to time, by resolution of the Board of Commissioners.

(2) The following categories of rental properties shall not require licenses, and thus, shall not, therefore, be subjected to section (C)(1) of this Ordinance:

a. Hotels and motels;

b. Hospitals and nursing homes;

c. Bed and breakfast units;

(3) The application for the license shall be in a form as determined by the Township.

(4) The owner shall maintain a current and accurate list of the occupants in each rental unit.

§124-23 Enforcement; Violations and penalties.

A. This section shall be enforced by the Code Enforcement Officer of the Township of Wilkins.

B. Basis for violation. An owner that rents a residential rental unit, requiring a license, without a valid, current license, issued by the Township of Wilkins authorizing such use, is in violation of this Ordinance.

C. Penalties. Any landlord or owner of a residential rental unit, which violates any provision of Article III, together with all of the subsections there under, shall, upon conviction thereof, be sentenced to pay a fine up to $500.00 for each and every offense. Each day an owner operates a rental unit in violation of this Article shall be treated as a separate offense.

D. Fines imposed through this ordinance shall be collected by any means allowable by law.

E. Each day an owner of a residential rental unit violates any provision of this Ordinance shall constitute a separate offense.

F. This Article and the foregoing penalties shall not be construed to limit or deny the right of the Township, its agents and representatives from seeking any other equitable or legal remedies that may otherwise exist under applicable law.

G. In addition to the fines set forth herein, the Township of Wilkins shall be entitled to reasonable attorney's fees and costs of collection incurred in enforcing this ordinance. Said fees shall be added to any penalties set forth above.

Section 3. Severability. If any section or provision of this Ordinance is adjudged by a court of competent jurisdiction to be unlawful, void, or unenforceable, all the remaining sections and provisions of this Ordinance shall remain in full force and effect.

Section 4. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed. .

Section 5. Effective Date: This Ordinance shall become effective in five (5) days after the adoption hereof.

ENACTED AND ORDAINED into law by the Board of Commissioners of the Township of Wilkins this 22nd day of November, 2010, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

APPROVED AS TO FORM:

_____

John Rushford, Solicitor

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1011

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ARTICLE II, DEFINITIONS AND WORD USAGE, SECTION 173-7, DEFINITIONS; ARTICLE III, DISTRICT REGULATIONS, SECTION 173-13, LOT AND YARD REQUIREMENTS, AND ARTICLE IV, GENERAL REGULATIONS, SECTION 173-20, ACCESSORY USES IN RESIDENTIAL DISTRICT, TO ADD A DEFINITION FOR REAR LOT LINE AND SIDE YARD AND TO PERMIT ACCESSORY BUILDINGS OR USES OF ONE HUNDRED TWENTY SQUARE FEET OR LESS WITHIN FIVE FEET OF THE SIDE AND REAR LOT LINES.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission determined that requiring residents to seek special exception before the Zoning Hearing Board prior to construction of an accessory building or use of 120 square feet or less is overly restrictive and does not meet the community objectives initially established in the Comprehensive Plan as adopted and amended by the Governing Body; and

WHEREAS, as a result of a review process by the Planning Commission, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Ordinance to comply with the recommendations and objectives of the Planning Commission.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173, Article II, Definitions and Word Usage, Section 173-7, Definitions, is hereby amended to add the following two definitions:

LOT LINE, REAR – That boundary of a lot which is most distant from and most parallel to the front lot line.

SIDE YARD – A yard extending along a side lot line between the front yard and rear yard for the minimum depth specified in this Chapter.

Section 2. Chapter 173, Article III, District Regulations, Section 173-13, Lot and Yard Requirements, Paragraph C is hereby amended to read:

C. Except as provided in §§§173-16, 173-17 and 173-20 of this chapter, all structures, whether attached to the principal structure or not and whether open or enclosed, including porches, carports, balconies or platforms above normal grade level, shall not project into any minimum front, side or rear yard.

Section 3. Chapter 173, Article IV, General Regulations, Section 173-20, Accessory Uses in Residential District is hereby deleted and replaced as follows:

§173-20. Accessory Buildings and Uses in Residential District

A. In all residential districts, accessory buildings and uses installed after the effective date of this chapter shall be installed only in side or rear yards as defined in Article II and shall not exceed a height of 10 feet when the use is a building, except garages for motor vehicles, which shall not exceed a height of 12 feet.

B. In all residential districts, accessory buildings and uses installed after the effective date of this chapter shall be placed on the lot in conformance with the rear and side line footage requirements as set forth in §173-13A, except when the accessory building or use covers a ground area of 120 square feet or less, in which case an accessory use or building may be installed within five feet of the side and rear lot line.

Section 4. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 5. 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, sections 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 6. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 22nd day of November, 2010, at a duly assembled public meeting.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1012

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS AND WORD USAGE, SECTION 173-7, DEFINITIONS, TO ADD THE DEFINITION OF A SCHOOL BUILDING CONVERSION AND AMEND THE DEFINITION OF NO-IMPACT HOME-BASED BUSINESS; ARTICLE III, DISTRICT REGULATIONS, SECTION 173-10, PERMITTED USES, TO ADD NO-IMPACT HOME BASED BUSINESS AS A PERMITTED USE AND DELETE UNUSED SCHOOL BUILDINGS AS A PERMITTED USE IN ALL RESIDENTIAL ZONING DISTRICTS, SECTION 173-11, CONDITIONAL USES TO ADD SCHOOL BUILDING CONVERSION AS A CONDITIONAL USE IN ALL RESIDENTIAL ZONING DISTRICTS; ARTICLE IV, GENERAL REGULATIONS, SECTION 173-22, SPECIAL EXCEPTION USES, TO DELETE PARAGRAPH J, NO-IMPACT HOME-BASED BUSINESS AND ARTICLE VI, CONDITIONAL USES, SECTION 173-49, CRITERIA FOR APPROVAL, TO ADD CRITERIA FOR APPROVAL OF A SCHOOL BUILDING CONVERSION.

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, adopted Zoning Ordinance #542, as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners subsequently adopted Ordinance #787, which amended Ordinance #542 to add Unused School Building as a permitted use and the Codified Book of Ordinances of the Township of Wilkins does not include a definition for an unused school building; and

WHEREAS, the Commonwealth of Pennsylvania Municipalities Planning Code permits no-impact home-based business as a use by right in all residential zoning districts and the Codified Book of Ordinances of the Township of Wilkins requires application for a special exception prior to the issuance of a permit for operation of a no-impact home-based business in a residentially zoned area.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173, Article II, Definitions and Word Usage, Section 173-7 is hereby amended to add a definition for School Building Conversion and amend the definition of No-Impact Home-Based Business as follows:

> " School Building Conversion – a school building or former school building which is no longer used for educational purposes."
>
> "No-Impact Home-Based Business – a business or commercial activity administered or conducted as an accessory use which is clearly secondary to the use as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pickup, delivery or removal functions to or from the premises, in excess of those normally associated with residential use. The business or commercial activity must satisfy the following requirements:

A. The business activity shall be compatible with the residential use of the property and surrounding residential uses;

B. The business shall employ no employees other than family members residing in the dwelling;

C. There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature;

D. There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights;

E. The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors, or electrical or electronic interference, including interference with radio or television reception, which is detectable in the neighborhood;

F. The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood;

G. The business activity shall be conducted only within the dwelling and may not occupy more than 25% of the habitable floor area;

H. The business may not involve any illegal activity.

Section 2. Chapter 173, Article III, District Regulations, Section 173-10, Permitted Uses, is hereby amended to remove Unused School Buildings as a permitted use and add No-Impact Home-Based Business as a permitted use in an R-1, R-2, R-3 and R-4 Zoning District, as follows:

1. Paragraph 173-10(A): Delete existing subparagraph (4) and replace as follows: "(4) No-Impact Home-Based Business as defined in 173-7."

2. Paragraph 173-10(B): Delete existing subparagraph (4) and replace as follows: (" (4) No-Impact Home-Based Business as defined in 173-7."

3. Paragraph 173-10(C): Delete existing subparagraph (5) and replace as follows: "(5) No-Impact Home-Based Business as defined in 173-7."

4. Paragraph 173-10(D): Delete existing subparagraph (7) and replace as follows: "(7) No-Impact Home-Based Business as defined in 173-7."

Section 3. Chapter 173, Article III, District Regulations, Section 173-11, Conditional Uses is hereby amended to add "School Building Conversion," as a Conditional Use in R-1, R-2, R-3 and R-4 Zoning Districts, as follows:

1. Paragraph 173-11(A): Add "(6) School Building Conversions."

2. Paragraph 173-11(B): Add "(6) School Building Conversions."

3. Paragraph 173-11 (C): Add "(6) School Building Conversions."

4. Paragraph 173-11(D): Add "(9) School Building Conversions."

Section 4. Chapter 173, Article IV, General Regulations, Section 173-22, Paragraph J and all subparagraphs listed there under is hereby deleted in its entirety.

Section 5. Chapter 173, Article VI, Conditional Uses, Section 173-49, Criteria for Approval, is hereby amended to add Paragraph (N), as follows:

"173-49 (N). School Building Conversions

(1). Former School Buildings located in R-1, R-2, R-3 and R-4 Zoning Districts may be used for any of the following purposes:

(a). Educational purposes;

(b). Recreational purposes;

(c). Business offices or professional offices;

(d). Financial Institutions.

(2). One sign for each separate occupancy not in excess of three square feet in size may be displayed on the property, provided that all signs are affixed to one common structure not exceeding 100 square feet in size no in excess of 20 feet in height.

(3). No sign shall be lighted directly or indirectly.

(4). No use shall begin prior to 7:00 a.m. or end after 9:00 p.m., prevailing time.

(5). No recreational use shall result in noise discernable beyond the property line of the subject property.

(6). No substantial change in exterior architecture or building size shall be permitted.

(7). The use shall comply with parking and general regulations in Article III, District Regulations.

Section 6. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 7. 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, sections or parts had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 8. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 14th day of February, 2011 at a duly assembled public meeting.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley

Rebecca Bradley, Manager

Sylvia J. Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1013

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 124, PROPERTY MAINTENANCE, TO PROVIDE FOR THE ADOPTION OF THE 2009 INTERNATIONAL PROPERTY MAINTENANCE CODE, COPYRIGHT 2009 BY THE INTERNATIONAL CODE COUNCIL, INCORPORATED.

WHEREAS, the Township of Wilkins adopted the 2003 Edition of the International Property Maintenance Code on May 22, 2006, by Ordinance Number 976; and

WHEREAS, it is the desire of the Township to adopt the more current 2009 Edition of the International Property Maintenance Code, Copyright 2009, by the International Code Council, Inc.; and

WHEREAS, the 2009 Property Maintenance Code regulates and governs the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of existing structures in the Township of Wilkins; and provides for the issuance of permits and collection of fees therefore.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby Ordained and Enacted as follows:

Section 1. The Code of the Township of Wilkins, Chapter 124, Section 124-1, Adoption of Standards is hereby amended as follows:

> The Township of Wilkins hereby adopts the Property Maintenance Code, known as the "International Property Maintenance Code, 2009 Edition," as published by the International Code Council, for the purpose of regulating and governing the conditions of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided; providing for the issuance of permits and the collection of fees therefore. Each and all of the regulations, provisions, penalties, conditions and terms of said Property Maintenance Code on file in the office of the Township of Wilkins are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 124-2 of this Chapter.

Section 2. The Code of the Township of Wilkins, Chapter 124, Section 124-2, Modifications to standards, is hereby amended as follows:

A. Section 124-2, Paragraph A, is amended to read:

101.1 Title. These regulations shall be known as the *International Property Maintenance Code* of the Township of Wilkins, hereinafter referred to as "this code."

B. Section 124-2, Paragraph D, is deleted in its' entirety.

C. Section 124-2, Paragraph E is hereby renumbered as Paragraph D.

D. Section 124-2, Paragraph F is hereby renumbered as Paragraph E.

E. Section 124-2, Paragraph K is hereby renumbered as Paragraph F.

F. Section 124-2, Paragraph G is hereby added as follows:

112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $600.00 nor more than $1,000.00.

G. Section 124-2, Paragraph H is hereby reserved.

H. Section 124-2, Paragraph S is hereby renumbered as Paragraph I.

I. Section 124-2, Paragraph L is hereby renumbered as Paragraph J and amended as follows:

302.8 Motor Vehicles.

302.8.1 Except as provided for in other regulations, no inoperative, unlicensed or uninspected motor vehicle shall be parked kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. Painting of vehicles is prohibited unless conducted inside an approved spray booth.

Exception: A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or similarly enclosed area designed and approved for such purposes, but not including a tarp.

302.8.2 Except as provided for in other regulations, no vehicle shall be parked, kept or stored in any residential yard area not part of a garage driveway.

J. Section 124-2, Paragraph Q is hereby renumbered as Paragraph K.

K. Section 124-2, Paragraph R is hereby renumbered as Paragraph L.

Section 3. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining potions of this ordinance. The Board of Commissioners of the Township of Wilkins hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action

acquired or existing, under any act or ordinance hereby repealed as cited in Section 3 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. Effective Date. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 14th day of February, 2011, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1014

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, CHAPTER 173, ARTICLE II, DEFINITIONS AND WORD USAGE, SECTION 173-7, DEFINITIONS, TO ADD DEFINITIONS FOR THE TERMS NONCONFORMING STRUCTURE AND NONCONFORMING LOT AND DELETE THE DEFINITION OF YARD-SIDE; ARTICLE IV, GENERAL REGULATIONS, SECTION 173-14, NONCONFORMING USES AND BUILDINGS TO PROVIDE THAT NORMAL MAINTENANCE OF NONCONFORMING LAND AND BUILDINGS MAY OCCUR, INCLUDING ANY NECESSARY REPAIRS AND ALTERATIONS, WHICH DO NOT ENLARGE OR EXTEND THE NONCONFORMITY AND TO PERMIT THE CONSTRUCTION OR EXTENSION OF BUILDINGS ALONG NONCONFORMING LINES.

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission, determined that residents should be permitted to repair and make alterations to existing nonconforming land and buildings; and

WHEREAS, the Board of Commissioners has further determined that residents should be permitted to construct or extend buildings along existing nonconforming lines regardless of whether or not that existing nonconforming building meets the regulations established for setback from other building lines; and

WHEREAS, as a result of the review process by the Planning Commission, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Ordinance.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173, Article Ii, Definitions and Word Usage, Section 173-7, Definitions, is hereby amended to add the following definitions:

> "Nonconforming Lot – a lot the area or dimension of which was lawful prior to the adoption or amendment of the zoning ordinance, but which fails to conform to the requirements of the zoning districts in which it is located by reasons of such adoption or amendment."
> "Nonconforming structure – a structure or part of a structure manifestly not designed to comply with the applicable use or extent of use provisions in a zoning ordinance or amendment heretofore or hereafter enacted, where such structure lawfully existed prior to the enactment of such ordinance or amendment or prior to the application of such ordinance or amendment to its location by reasons of annexation. Such nonconforming structures include, but are not limited to, nonconforming signs."

Section 2. Chapter 173, Article II, Definitions and Word Usage, Section 173-7, Definitions is hereby amended to delete the term "Yard – C. Side.

Section 3. Chapter 173, Article IV, General Regulations, Section 173-14 Nonconforming uses and buildings, Paragraph A is hereby amended to read:

"Continuing existing uses. Except as otherwise provided, the lawful use of land or buildings existing as of the date of adoption of this chapter may be continued even though such land or building does not conform to the regulations specified by this chapter for the district in which such land or building is located. Normal maintenance of nonconforming land or buildings may occur, including any necessary repairs and alterations which do not enlarge or extend the nonconformity."

Section 4. Chapter 173, Article IV, General Regulations, Section 173-14, Nonconforming Uses and Buildings, Paragraph F, and subparagraphs F(1) and F(2) are hereby amended to read:

F. Buildings existing as of the date of the adoption of this chapter which conform as to use but which are nearer to the front, rear or side lot line than permitted under this chapter shall be deemed to create nonconforming lines.

(1) Buildings which are located in any residential zoning district may be constructed or extended along a nonconforming front, rear or side line on the same lot upon which nonconforming front, rear or side lines exist.

(2) Buildings may be constructed on an unimproved lot situated between two adjacent lots on which nonconforming building lines exist, provided that the proposed nonconforming building lines are in line with either of the existing adjacent building lines."

Section 5. Chapter 173, Article IV, General Regulations, Section 173-14, Nonconforming Uses and Buildings, Paragraph G is hereby deleted in its entirety.

Section 6. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 7. 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, sections or parts had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 8. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 14th day of March, 2011 at a duly assembled public meeting.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1015

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 117, PARKS AND RECREATION AREAS, SECTION 117-21, FIRES, TO CREATE TOBACCO-FREE ZONES AT TOWNSHIP PARKS AND PLAYGROUNDS.

WHEREAS, in Pennsylvania, more than 858,000 young people are exposed to tobacco smoke pollution every day and the US Surgeon General has stated that there is NO SAFE LEVEL OF EXPOSURE, whether indoors or outdoors, and that children's exposure to second-hand smoke causes increased risk of sudden infant death syndrome, lower respiratory infections, middle ear diseases, more severe asthma, respiratory symptoms and slowed lung growth and is responsible for the premature deaths of over 430,000 Americans each year from lung cancer, heart disease, respiratory illness and other diseases; and

WHEREAS, secondhand smoke is responsible for over 50,000 deaths among nonsmokers each year; and

WHEREAS, tobacco kills more Americans each year than alcohol, cocaine, heroin, homicide, and suicide, accidents, fire and AIDS combined; and

WHEREAS, 80% of smokers started smoking before the age of 18 and the average initiation age is 12 years old; and

WHEREAS, everyday an estimated 3,900 young people under the age of 18 try their first cigarette and one-third of these children will die prematurely from tobacco related illnesses; and

WHEREAS, to help role model non-smoking behavior to children and youth; to provide children, youth and their families with a safe, smoke-free environment;

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby ordains as follows:

Section 1. Wilkins Township Codified Book of Ordinances, Chapter 117, Section 117-21, Fires, is hereby amended as follows:

§117-21 Fires and the use of Tobacco Products.

A. Fires. No person or persons shall start a fire in any department facility except small fires for culinary purposes in department grills or privately owned grills in designated area. All fires shall be extinguished by the person or persons starting or using the same before leaving the immediate vicinity of the fire. All requests for campfires must be approved and proper notifications given by the Director.

B. Use of Tobacco Products. Areas of the parks and playgrounds where children are present, such as playgrounds, pavilions, parking areas, restroom facilities and sports and playing fields in the Township of Wilkins are designated tobacco-free. Appropriate signage will be posted designating tobacco free areas.

Section 2. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 3. 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, sections or parts had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

Section 4. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 25th day of April, 2011 at a duly assembled public meeting.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NUMBER: 1016

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 156, TAXATION, ARTICLE VIII, TAX NOTICES, DISCOUNTS, PENALTIES AND INTEREST, TO ESTABLISH A POLICY WHEREBY THE TOWNSHIP SHALL NOT FILE REAL ESTATE TAX LIENS OR REVIVE REAL ESTATE TAX LIENS ON PROPERTIES WHERE THE REAL ESTATE TAX OWED IN ANY PARTICULAR YEAR IS ONE-HUNDRED DOLLARS OR LESS

WHEREAS, currently, due to the cost of preparation of filing tax liens, it is not financially sound to file tax liens or revive tax liens where the taxes owned on a particular property are one-hundred dollars or less.

NOW THEREFORE, be it **ORDAINED** and **ENACTED** by the Board of Commissioners of the Township of Wilkins and it is hereby **ORDAINED** and **ENACTED** as follows.

Section 1. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 156, Taxation, Article VIII, Tax Notices, Discounts, Penalties and Interest, Section 156-96.1, Dollar Amount of Liens and Revivals, is hereby added:

§156-96.1 Dollar Amount of Liens and Revivals

No lien shall be filed or revived on property where the delinquent real estate tax is equal to or less than One-Hundred Dollars ($100.00).

Section 2. 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, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 3. Effective Date. This Ordinance shall become effective on the 9th day of May, 2011.

ORDAINED AND ENACTED into law this 9th day of May, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, Chairwoman

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 1017

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO PARTICIPATE IN THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS' JOINT POLICE TESTING PROGRAM.

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(liii) of the First Class Township Code, two or more local government in this Commonwealth are authorized to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities; and

WHEREAS, the Township of Wilkins recognizes the benefit of joint police testing to lower overall costs and possibly increase the pool of police candidates; and

WHEREAS, the municipality has determined that it is in its best interest to cooperate and participate in the Turtle Creek Valley Council of Governments' Joint Police Testing program; and

WHEREAS, the Intergovernmental Cooperation Act requires that the municipality approve participation through an ordinance passed by the municipal governing body.

NOW, THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1: Wilkins Township is hereby authorized to participate in the TCVCOG Joint Police Testing program. The Township agrees to pay its share of the annual program budget, which will be divided equally among participating towns. The Township agrees to pay its share of other costs that are incurred as a result of joint police testing in a given year, which will be divided equally among participating towns.

Section 2: The Township can choose not to participate if it is deemed in the Township's best interest to test outside of the Turtle Creek Valley Council of Governments' Joint Police Testing Program.

Section 3: This ordinance is adopted pursuant to authority granted to the Township of Wilkins and by the Act of the General Assembly of the Commonwealth of Pennsylvania.

ORDAINED and ENACTED this 9th day of May, 2011 by the Board of Commissioners of the Township of Wilkins in lawful session duly assembled.

ATTEST:

Rebecca Bradley
Manger/Secretary

WILKINS TOWNSHIP

By Sylvia J. Martinelli
Sylvia J. Martinelli
Chairman

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1018

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 88, FIRE PREVENTION, TO PROVIDE FOR THE ADOPTION OF THE 2009 EDITION OF THE INTERNATIONAL FIRE CODE, COPYRIGHT 2009 BY THE INTERNATIONAL CODE COUNCIL, INCORPORATED AND ADDING AMENDMENTS REGARDING LOCATIONS OF ABOVE GROUND STORAGE TANKS AND FURTHER PROVIDING FOR PENALTIES.

WHEREAS, the Township of Wilkins adopted the 1990 Edition of the BOCA National Fire Prevention Code, Eighth Edition, published by the Building Officials and Code Administrators International, Inc.; on March 9, 1992, by Ordinance Number 824; and

WHEREAS, it is the desire of the Township to adopt the 2009 Edition of the International Fire Code, Copyright 2009, by the International Code Council, Inc.; and

WHEREAS, the 2009 International Fire Code regulates and governs the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Township of Wilkins; and provides for the issuance of permits and collection of fees therefore.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby Ordained and Enacted as follows:

Section 1. The Code of the Township of Wilkins, Chapter 88, Section 88-1, Standards Adopted, is hereby amended as follows:

> The Township of Wilkins hereby adopts the International Fire Code, known as the "International Fire Code, 2009 Edition," as published by the International Code Council, for the purpose of regulating and governing the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Fire Code on file in the office of the Township of Wilkins are hereby referred to, adopted, and made a part hereof, as if fully set out in this ordinance, with the additions, insertions, deletions and changes, if any prescribed in Section 2 of this ordinance.

Section 2. The Code of the Township of Wilkins, Chapter 88, Section 88-4, Paragraph (A) is hereby rewritten as follows:

§ 88-4 Powers and duties of Fire Marshals.

A. The powers and duties of the Fire Marshal and the Deputy Fire Marshals shall be as described in the International Fire Code, Section 104, General Authority and Responsibilities.

Section 3. The Code of the Township of Wilkins, Chapter 88, Section 88-8, Paragraphs A through D are hereby deleted and replaced as follows:

§88-8 Amendments to standards

The International Fire Code hereby adopted is amended as follows:

A. **101.1 Title.** These regulations shall be known as the Fire Code of the Township of Wilkins, hereinafter referred to as "this code."

B. **109.3 Violation Penalties.** Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provision of this code and from which no appeal has been taken or who shall fail to comply with such an order as affirmed or modified by the Fire Marshal, or by a court of competent jurisdiction within the time fixed herein shall severally, for each and every such violation and noncompliance, respectively, be guilty of an ordinance violation, punishable by a fine or penalty of not more than one thousand dollars ($1,000.), plus costs of prosecution, and in default of payment of the fine or penalty and costs imposed, the violator may be sentenced and committed to the county jail for a period not to exceed thirty (30) days. The imposition of one (1) penalty for any violation shall not excuse the violation nor permit it to continue, and all such persons shall be required to correct or remedy such violations or defects immediately on notice to do so. Each day that prohibited conditions are maintained shall constitute a separate offense.

C. **111.4 Failure to comply.** Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than $600.00 nor more than $1,000.00.

D. **3301.2.4. Financial Responsibility.** Before a permit is issued, as required by Section 3301.2, the applicant shall file with the Township of Wilkins a corporate surety bond in the principal sum of $100,000 or a public liability insurance policy for the same amount for the purpose of payment of all damages to persons or property which arise from or are caused by the conduct of any act authorized by the permit upon which any judicial judgment results. The legal department of the Township is authorized to specify a greater or lesser amount when, in their opinion, conditions at the location of use indicate a greater or lesser amount is required. Government entities shall be exempt from this bond requirement.

E. **3404.2.9.6.1. Locations where above ground tanks are prohibited.** Storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited within all residential zoned areas of Wilkins Township as defined by the Wilkins Township Zoning Ordinance.

F. **3406.2.4.4. Locations where above-ground tanks are prohibited.** The storage of Class I and II liquids in above-ground tanks is prohibited within all residential zoned areas of Wilkins Township as defined by the Wilkins Township Zoning Ordinance.

G. **3506.2. Limitations.** Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited within the geographic borders of the Township of Wilkins.

H. **3804.2. Maximum capacity within established limits.** Within the limits established by Commonwealth law restricting the storage of liquefied petroleum gas for the protection of heavily populated or congested areas, the aggregate capacity of any one installation shall not exceed a water capacity of 2,000 gallons (7570L).

Section 4. The Code of the Township of Wilkins, Chapter 88, Section 88-11, Word Usage, Paragraph C, is hereby amended as follows:

C. Whenever the words "fire code official" are used in the Fire Code, they shall be held to mean the Fire Marshal and Deputy Fire Marshals of Wilkins Township.

Section 5. The Code of the Township of Wilkins Chapter 88, Section 88-12, Violations and penalties, is hereby deleted in its entirety.

Section 6. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining potions of this ordinance. The Board of Commissioners of the Township of Wilkins hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 8. Nothing in this ordinance or in the International Fire Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 6 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 9. Effective Date. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 12th day of September, 2011, at a duly assembled public meeting.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1019

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA MODIFYING AND CHANGING THE CODE OF THE TOWNSHIP OF WILKINS BY DELETING CHAPTER 156, TAXATION, AT ARTICLE I, EARNED INCOME TAX; AND BY ADDING A NEW ARTICLE I, EARNED INCOME TAX; LEVYING A TAX ON EARNED INCOME AND NET PROFITS; REQUIRING TAX RETURNS; REQUIRING EMPLOYERS TO WITHHOLD AND REMIT TAX AND RELATED PROVISIONS TO REFLECT THE CHANGES OF ACT 32 EFFECTIVE JANUARY 1, 2012

WHEREAS, Act 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania, known as the *Local Tax Enabling Act* authorizes political subdivisions to levy, assess and collect a tax on salaries, wages, commissions, compensation, net profits and earned income referred to as the "Earned Income Tax;" and

WHEREAS, Act 32 of the 2008 General Assembly of the Commonwealth of Pennsylvania, 53 P.S. §6924.501 et seq., (hereafter "Act 32") amended and restated the Local Tax Enabling Act; and

WHEREAS, the Township of Wilkins intends to update its current income tax Ordinance to reflect the changes of Act 32.

NOW, THEREFORE, this Ordinance is hereby enacted pursuant to the authority granted by the Local Tax Enabling Act, P.L. 1257, known as Act No. 511 of 1965, effective January 1, 1966, as amended through Act 166 of 2002 and Act No. 32 of 2008, 53 P.S., §6924.101 et seq., (known as the Local Tax Enabling Act and herein referred to as the "Act.")

SECTION 1. Incorporation by Reference.

Act 32 (53 P.S. §6924.101 through 53 P.S. §6924.901) and its definitions, duties, directives, rules regulations, powers and penalties is hereby adopted by reference as if same had been set forth fully herein.

SECTION 2. Definitions.

The following words and phrases are included here in when used in this section shall have the meanings given to them in this section unless the context clearly indicates otherwise:

EARNED INCOME. The compensation as required to be reported to or as determined by the Department of Revenue under section 303[fn2] of the act of March 4, 1971 (P.L. 6, No. 2), known as the Tax Reform Code of 1971, and rules and regulations promulgated under that section. Employee business expenses as reported to or determined by the Department of Revenue under Article III of the Tax Reform Code of 1971 shall constitute allowable deductions in determining earned income. The term does not include offsets for business losses. The amount of any housing allowance provided to a member of the clergy shall not taxable as earned income.

DOMICILE. The place where a person lives and has a permanent home and to which the person has the intention of returning whenever absent. Actual residence is not necessarily domicile, for domicile is the fixed place of abode which, in the intention

of the taxpayer, is permanent rather than transitory. Domicile is the voluntarily fixed place of habitation of a person, not for a mere special or limited purpose, but with the present intention of making a permanent home, until some event occurs to induce the person to adopt some other permanent home. In the case of a business, domicile is that place considered as the center of business affairs and the place where its functions are discharged.

NET PROFITS. The net income from the operation of a business, other than a corporation, as required to be reported to or as determined by the Department of Revenue under section 303 of the act of March 4, 1971 (P.L. 6, No. 2) known as the Tax Reform Code of 1971, and rules and regulations promulgated under that section.

NONRESIDENT. A person or business domiciled outside the political subdivision levying the tax.

TAX COLLECTION COMMITTEE (TCC). The Southeast Tax Collection Committee established to govern this tax collection district for the purpose of income tax collection.

TAX COLLECTION DISTRICT (TCD). The Southeast Tax Collection District is established under section 504 of Act 32.

TAX OFFICER / TAX COLLECTOR. The agency engaged to administer and collect earned income taxes for this tax collection district. Unless otherwise specifically provided, for purposes of the obligations of an employer, the term shall mean the tax officer for the tax collection district within which the employer is located, or, if an employer maintains workplaces in more than one district, the tax officer for each such district with respect to employees principally employed herein.

In addition to the above definitions, this section incorporates by reference those words, phrases and definitions as listed in Act 32 (53 P.S. §6924.101 through P.S. §6924.901)

SECTION 3. Imposition of Tax.

Resident Tax – A tax at the rate of one-half of one percent (.50%) is hereby levied on all earned income and net profits, as defined by Act 32, on residents of Wilkins Township.

Nonresident Tax – A tax at the rate of one percent (1%) is hereby levied on all earned income and net profits earned by nonresidents for work done or services performed or rendered in Wilkins Township.

All changes shall remain in effect on a calendar year basis without annual reenactment unless the rate of tax is subsequently changed.

SECTION 4. Administration – Powers and Duties of Officer

The collection and administration of the tax provided for in this Ordinance shall be performed by the Tax Officer appointed by the Tax Collection Committee. Said Tax Officer shall receive compensation for services and expenses as determined by agreement between the TCC and the Tax Officer. The Tax Officer shall have the powers as provided for by the Local Tax Enabling Act.

SECTION 5. Exemptions and credits

No exemptions or credits based on age or income, or any other conditions are granted by this Ordinance. Nothing in this Ordinance is intended to preclude or inhibit any credit or exemption imposed by act of law or regulation.

SECTION 6. Severability

If any section, clause, provision or portion of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provision or portion of this Ordinance so long as it remains legally enforceable minus the invalid portion.

SECTION 7. Effective Date

This Ordinance shall be effective January 1, 2012. It is the intention of the governing body of the township of Wilkins that this Ordinance shall provide procedural modifications only to the previously adopted Earned Income Tax Ordinance and no gap as to imposition of the tax set forth herein should be inferred.

ORDAINED AND ENACTED this 24th day of October, 2011, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

OFFICIAL

TOWNSHIP OF WILKINS
ORDINANCE NO. 1020

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE MUNICIPALITY OF PENN HILLS FOR THE PURPOSE OF THE DEDICATION OF A DRAINAGE SYSTEM IN ASSOCIATION WITH THE MAPLE LANE AND RODI ROAD TRAFFIC SIGNAL INSTALLATION

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. §2301 et. Seq., and Section 1502(liii) of the First Class Township Code, the Township of Wilkins is authorized to enter into joint cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, the Wilkins Township Board of Commissioners desires to enter into an Intergovernmental Cooperation Agreement with the Municipality of Penn Hills ("Penn Hills") for the purpose of the dedication of a drainage system in association with the Maple Lane and Rodi Road Traffic Signal Installation.

NOW, THEREFORE, the Wilkins Township Board of Commissioners hereby ordains and enacts as follows:

Section 1: Wilkins Township is hereby authorized to enter into an Intergovernmental Cooperation Agreement with Penn Hills for the purpose of the dedication of a drainage system in association with the Maple Lane and Rodi Road Traffic Signal Installation.

Section 2: The appropriate Wilkins Township officials are hereby authorized to execute said Intergovernmental Cooperation Agreement with Penn Hills, and to take any and all actions necessary to effectuate the same.

Section 3: All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

ORDAINED and ENACTED this 24th day of October, 2011 by the Board of Commissioners of the Township of Wilkins in lawful session duly assembled.

ATTEST:

Rebecca Bradley
Manger/Secretary

WILKINS TOWNSHIP

By Sylvia J. Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS

ORDINANCE NO. 1021

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2012 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2012.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2012 is $4,823,200.

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2011 Budget Summary Expenses (General Fund)

General Government	$ 786,800
Public Safety	$2,359,800
Sanitation	$ 461,700
Public Works	$1,114,800
Recreation	$ 42,000
Debt Service	$ 41,500
Intergovernmental	$ 8,000
Refunds	$ 8,600
Interfund Transfers	$ 0
Total Expenses	**$4,823,200**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2012 as follows:

1. Tax rate for general revenue purposes, the sum of 4.953 mills on each dollar of assessed valuation, or the sum of .4953 cents on each one hundred ($100) dollars of assessed valuation.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty

shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2012.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 12th day of December, 2011.

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS

ORDINANCE NO. 1022

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NUMBER 822 OF 1992 AS AMENDED BY ORDINANCE NUMBER 960 OF 2004, DECREASING THE RATES OR CHARGES FOR THE USE OF THE MUNICIPALITY'S SANITARY SEWER SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE FOR SAID RATES OR CHARGES.

WHEREAS, by enactment of Ordinance Number 822 of 1992, the Township of Wilkins assessed a sewer user fee of $0.75 per thousand gallons of water to compensate for the payment of a General Obligation Bond for the repair and reconstruction of sewer systems in Wilkins Township; and

WHEREAS, by enactment of Ordinance Number 960 of 2004, the Township of Wilkins assessed an additional sewer user fee of $1.75 per thousand gallons of water to compensate for the expense associated with compliance to the Environmental Protection Agency Consent Order and Agreement executed by the Board in February of 2004; and

WHEREAS, the Township of Wilkins made the final payment on the 1991 General Obligation Bond in September, 2011 and it is therefore no longer necessary for the Township to continue to collect the fee associated with that debt; and

WHEREAS, the Township continues to make improvements required by the Consent Order and Agreement, necessitating the continued assessment of $1.75 per thousand gallons of water.

NOW THEREFORE, it is hereby ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

SECTION 1. Section 1 of Ordinance 960 is hereby amended to read as follows:

> SECTION 1. There is hereby imposed and established rates or charges for the use of, and services provided by, the various Sanitary Sewer Systems in the Township of Wilkins, said rates or charges being based upon the quantity of water used. The following rates or charges shall be assessed to each user of the Sanitary Sewer System on a quarterly basis.
>
> a. Basic Service: One and 75/100 Dollars ($1.75) per one-thousand gallons of water used with a minimum quarterly fee of Five Dollars ($5.00) for up to 1,000 gallons of water used per quarter.

SECTION 2. All other provisions of Ordinance No. 960 shall remain in effect and are incorporated herein and made a part hereof.

SECTION 3. Any Ordinance or part of an Ordinance in conflict herewith is hereby repealed.

This Ordinance shall be effective the 1st day of January, 2012.

ORDAINED AND ADOPTED into law by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 12th day of December, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1023

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS AND WORD USAGE SECTION 173-7, DEFINITIONS TO ADD A DEFINITION FOR COMBUSTIBLE LIQUID AND FLAMMABLE LIQUID; AND ARTICLE III, DISTRICT REGULATIONS, SECTION 173-10, PARAGRAPH E, PERMITTED USES IN A COMMERCIAL DISTRICT AND PARAGRAPH F, PERMITTED USES IN A MANUFACTURING DISTRICT TO ADD THE STORAGE OF CLASS I FLAMMABLE LIQUIDS AND CLASS II COMBUSTIBLE LIQUIDS IN ABOVE GROUND TANKS OUTSIDE OF BUILDINGS, AS MORE FULLY DEFINED AND GOVERNED BY WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 88, AS AMENDED BY ORDINANCE NUMBER 1018 ON SEPTEMBER 12, 2011 AS A PERMITTED USE.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, aided by the Fire Marshal of the Township, adopted the International Fire Code, Copyright 2009 by the International Code Council, Incorporated at their regularly scheduled meeting of September 12, 2011; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission and the Fire Marshal and in conformity with the community development objectives initially established in the Comprehensive Plan adopted by the Governing Body, have determined that the storage of Class I Flammable Liquids and Class II Combustible Liquids in above ground tanks outside of buildings shall be a permitted use in C-1, Commercial and M-1, Manufacturing Zoning Districts.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173 of the Code of the Township of Wilkins, Article II, Definitions and Word Usage, Section 173-7, Definitions, is hereby amended to add the following definitions:

COMBUSTIBLE LIQUID - A liquid having a closed cup flash point at or above 100 degrees Fahrenheit, (38 degrees Celsius). Combustible liquids shall be subdivided as follows:

A. **Class II.** Liquids having a closed cup flash point at or above 100 degrees Fahrenheit (38 degrees Celsius) and below 140 degrees Fahrenheit (60 degrees Celsius).
B. **Class IIIA.** Liquids having a closed cup flash point at or above 140 degrees Fahrenheit (60 degrees Celsius) and below 200 degrees Fahrenheit (93 degrees Celsius).
C. **Class IIIB.** Liquids having closed cup flash points at or above 200 degrees (93 degrees Celsius).

This category of liquids does not include compressed gases or cryogenic fluids.

FLAMMABLE LIQUID. A liquid having a closed cup flash point below 100 degrees Fahrenheit (38 degrees Celsius). Flammable liquids are further categorized into a group known as Class I Liquids. The Class I category is subdivided as follows:

A. **Class IA.** Liquids having a flash point below 73 degrees Fahrenheit (23 degrees Celsius) and having a boiling point below 100 degrees Fahrenheit (38 degrees Celsius).
B. **Class IB.** Liquids having a flash point below 73 degrees Fahrenheit (23 degrees Celsius) and having a boiling point at or above 100 degrees Fahrenheit (38 degrees Celsius).
C. **Class IC.** Liquids having a flash point at or above 73 degrees Fahrenheit (23 degrees Celsius) and below 100 degrees Fahrenheit (38 degrees Celsius).

This category of liquids does not include compressed gases or cryogenic fluids.

Section 2. Chapter 173 of the Code of the Township of Wilkins, Article III, Section 173-10, Permitted Uses, Paragraph 173-10(E), C Commercial District, is hereby amended to add subparagraph 173-10(E)(17), as follows:

> **§173-10(E)(17).** The storage of Class I Flammable Liquids and Class II Combustible Liquids in above ground tanks outside of buildings, as more fully defined and governed by the Wilkins Township Codified Book of Ordinances, Part II, Chapter 88, as amended by Ordinance Number 1018 on September 12, 2011 and the 2009 International Fire Code.

Section 3. Chapter 173 of the Code of the Township of Wilkins, Article III, Section 173-10, Permitted Uses, Paragraph 173-10(F), M Manufacturing District, is hereby amended to add subparagraph 173-10(F)(8), as follows:

> **§173-10(F)(8).** The storage of Class I Flammable Liquids and Class II Combustible Liquids in above ground tanks outside of buildings, as more fully defined and governed by the Wilkins Township Codified Book of Ordinances, Part II, Chapter 88, as amended by Ordinance Number 1018 on September 12, 2011 and the 2009 International Fire Code.

Section 4. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 5. 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, sections 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 6. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 9th day of January, 2012 at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia A. Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NO. 1024

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NUMBER 1021, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2012 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2012.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2012 is $4,879,600.

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2012 Budget Summary Expenses (General Fund)

General Government	$ 693,800
Public Safety	$2,364,000
Sanitation	$ 461,700
Public Works	$1,160,000
Recreation	$ 42,000
Debt Service	$ 41,500
Intergovernmental	$ 8,000
Refunds	$ 8,600
Interfund Transfers	$ 100,000
Total Expenses	**$4,879,600**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2012 as follows:

1. Tax rate for general revenue purposes, the sum of 5.513 mills on each dollar of assessed valuation, or the sum of .5513 cents on each one hundred ($100) dollars of assessed valuation.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty

shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2012.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 13th day of February, 2012.

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1025

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ENTERING INTO AN AGREEMENT WITH OTHER MEMBER MUNICIPALITIES OF THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS FOR THE ESTABLISHMENT OF A JOINT UNIFORM CONSTRUCTION CODE BOARD OF APPEALS AS REQUIRED BY THE UNIFORM CONSTRUCTION CODE.

WHEREAS, Wilkins Township, Allegheny County, received a request from the Turtle Creek Valley Council of Governments to participate in a joint Uniform Construction Code (UCC) Construction Code Board of Appeals; and

WHEREAS, the Board of Commissioners feels that it would be advantageous to participate in the joint UCC Board of Appeals.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. The Township of Wilkins shall enter into an Intergovernmental Cooperation Agreement with the Turtle Creek Valley Council of Government and its member municipalities to participate in a joint UCC Appeals Board.

Section 2. The Township of Wilkins shall pay its pro-rated share of costs for the establishment and operation of the joint Turtle Creek Valley Council of Governments Uniform Construction Code Appeals Board with the understanding that a large share of the operating expenses shall be borne by the individual applicants to the Appeals Board.

Section 3. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 4. 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, sections 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 5. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 9th day of April, 2012 at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

INTERGOVERNMENTAL COOPERATION AGREEMENT
Establishing a Municipal Appeals Board

BY AND BETWEEN

The Township of WILKINS (hereinafter "the member municipalities"), and the Turtle Creek Valley Council of Governments (hereinafter "the TCVCOG"), each has agreed to participate fully in the TCVCOG Uniform Construction Code (UCC) Appeals Board through an Intergovernmental Cooperation Agreement (hereinafter "ICA").

WITNESSETH:

WHEREAS, the member municipalities and the TCVCOG each has agreed to participate fully in the TCVCOG UCC Appeals Board through an ICA.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the member municipalities hereto, intending to be legally bound, hereby agree as follows:

1. **Conditions of the Intergovernmental Cooperation Agreement.** The conditions of the ICA are those conditions set forth herein.

2. **Amendment of Intergovernmental Cooperation Agreement.** This ICA may be amended by the member municipalities hereto at anytime hereafter by the execution of an addendum in writing signed by each member municipality. Any waiver by any member municipality of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such member municipality.

3. **Duration of the Intergovernmental Cooperation Agreement.** The within ICA shall be effective for two years commencing _____, and shall remain in effect on a year-to-year basis thereafter, until amended or terminated by a member municipality. Any member municipality may elect at anytime to discontinue participation in the within ICA by adopting an Ordinance and by providing the TCVCOG Board of Directors one-hundred and eighty days (180) days written notice of such election to discontinue.

4. **Purpose and Objectives of the Intergovernmental Cooperation Agreement.** The purpose and objectives of the within ICA are to establish a UCC Appeals Board for the purposes and powers as stated in the Pennsylvania Construction Code Act, 35 P.S. § 7210.501, as amended, as well as the Rules and Regulations of the Department of Labor and Industry, Part XIV, Uniform Construction Code, Title 34, Chapter 403, Administration, Board of Appeals, or any successor legislation or Rules and Regulations.

5. **Powers and Scope of Authority Delegated.** The TCVCOG UCC Appeals Board herein established by the TCVCOG and each member municipality shall hear and rule on appeals, requests for variances and requests for extensions of time under the Uniform Construction Code which appeals shall be based on a claim that the true intent of the Pennsylvania Construction Code Act (35 P.S. §§ 7210.101 - 7210.1103), (hereinafter "the Act"), or the Uniform Construction Code has been incorrectly interpreted, the provisions of the Act or Uniform Construction Code do not fully apply or an equivalent form of construction is to be used. The TCVCOG UCC Appeals Board to be created herein may not act upon appeals, requests for variance or requests for extension of time relating to accessibility under the Act. Requests for variances, extensions of time and appeals relating to accessibility shall be filed by an owner with the Accessibility Advisory Board under 34 Pa.Code § 403.142. Furthermore, the Municipal Appeals Board shall not act upon any appeal filed with respect to Article XV of the Allegheny County Health Department Rules and Regulations which incorporates the International Plumbing Code and Chapters 25 through 32 of the International Residential Code and all such appeals shall be conducted by the Allegheny County Health Department in accordance with Article XI of the Allegheny County Health Department Rules and Regulations.

6. **Manner and Extent of Financing.** The manner and extent of financing this ICA shall be the financing as set forth in the ByLaws of the TCVCOG UCC Appeals Board approved by the member municipalities.

7. **Organization Structure Necessary to Implement the Agreement.** The organizational structure necessary to implement the within ICA shall be the organizational structure as set forth in the ByLaws of the TCVCOG UCC Appeals Board approved by the member municipalities.

8. **Manner of Acquisition and Management of Real Estate and Personal Property.** The member municipalities do not presently contemplate that real or personal property will be acquired, managed, licensed or disposed of. If in the future it becomes necessary or advisable for the member municipalities to acquire, manage, license or dispose of real or personal property, it shall be as agreed upon by the member municipalities.

9. **Group Insurance and Insurance Benefits Including Social Security.** Since the member municipalities do not presently contemplate having any employees, the entity hereby created shall not be empowered to enter into contracts for policies of group insurance and employee benefits including Social Security. If in the future it becomes necessary or advisable for the member municipalities to have employees, insurance and benefits for employees shall be as agreed upon by the member municipalities.

IN WITNESS WHEREOF, the TCVCOG and the member municipalities have caused this agreement to be executed by their duly authorized respective appropriate officers this 9TH day of APRIL, 20012.

ATTEST: TOWNSHIP OF

Rebecca Bradley BY:

SEAL

ATTEST: BOROUGH OF

BY:

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ATTEST:

TURTLE CREEK VALLEY COUNCIL
OF GOVERNMENTS

_____

BY:_____

SEAL

PROOF OF PUBLICATION OF NOTICE

OATH

State of Pennsylvania
County of Allegheny } SS.

Marilyn L. Schiavoni of **THE VALLEY MIRROR,** in said County, being duly sworn, doth depose and say that he/she is the Managing Editor of **THE VALLEY MIRROR,** a weekly newspaper of general circulation, published in said County, and the Notice, of which the annexed is a copy, cut from said newspaper was printed and published in the regular edition and issue of said newspaper on the following days, viz:

On March 22, 2012

Marilyn L Schiavoni

Subscribed and sworn to before me this 22nd day of March 2012

Lois J Whiteman

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lois J. Whiteman, Notary Public
Munhall Boro, Allegheny County
My Commission Expires Nov. 13, 2012
Member, Pennsylvania Association of Notaries

TOWNSHIP OF WILKINS
PUBLIC NOTICE OF INTENT TO ADOPT
PROPOSED ORDINANCE #1025

The Board of Commissioners of the Township of Wilkins will consider adoption of the following ordinance at a public meeting to be held on the 9th day of April, 2012 at 7:00 p.m. in the Municipal Building, 110 Peffer Road, Turtle Creek, Pa 15145. The complete text of the ordinance is on file and may be inspected in the office of the Township Secretary at the aforesaid Municipal Building during normal business hours, Monday through Friday.

Following is the title and summary of the ordinance:

PROPOSED ORDINANCE #1025

TITLE:

An Ordinance of the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania entering into an Intergovernmental Cooperation Agreement with other member municipalities of the Turtle Creek Valley Council of Governments for the establishment of a Joint Uniform Construction Code Board of Appeals as required by the Uniform Construction Code.

SUMMARY:

The proposed ordinance provides the Township with the ability to work with other municipalities to form a Joint Uniform Construction Code Appeals Board to hear appeals as required by the Commonwealth of Pennsylvania Uniform Construction Code.

Rebecca Bradley
Manager, Wilkins Twp

Wk 3/22/12

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1026

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE I, SECTION 173-4, ZONING MAP, BY REZONING CERTAIN PROPERTIES ON PENN CENTER BOULEVARD FROM ZONING DISTRICT RESIDENTIAL 4 AND MANUFACTURING 1 TO ZONING DISTRICT COMMERCIAL 1, AND BY REZONING CERTAIN OTHER PROPERTIES ON PENN CENTER BOULEVARD FROM ZONING DISTRICT MANUFACTURING 1 TO ZONING DISTRICT RESIDENTIAL 4.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission and representatives of PCE LL LP, have determined that zoning in certain areas of the community no longer adequately meets the community development objectives initially established in the Comprehensive Plan as adopted and amended by the Governing Body; and

WHEREAS, as a result of a review process by the Planning Commission, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Map to comply with the recommendations and objectives of the Planning Commission.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map is hereby amended to rezone the following properties situate in the Township of Wilkins, Allegheny County, Pennsylvania from zoning district classification Residential 4 (R4) to Commercial 1 (C1), as more fully described in Exhibit "A" attached hereto and made a part hereof:

Lot/Block #:	Physical Address:	Property Description:
542-E-175	100 William Penn Highway	Lot 2 – Building #2
542-J-226	300 Penn Center Boulevard	Lot 3 – Building #3
542-J-101	Penn Center Boulevard	Lot 9 – Vacant Land (Salt Pile)
542-J-201	600 Penn Center Boulevard	Lot 6 – Building #6
542-P-011	777 Penn Center Boulevard	Lot 7 – Building #7
542-K-035	400 Penn Center Boulevard	Lot 8 – Early Learning Institute
542-K-055	400 Penn Center Boulevard	Lot 4 – Building #4
542-K-075	500 Penn Center Boulevard	Lot 5 – Building #5
542-F-120	3470 William Penn Highway	Lot 10 – Sears
542-J-076	Penn Center Boulevard	Parcel 1 - Vacant Land

Section 2. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map is hereby amended to rezone the following property situate in the Township of Wilkins, Allegheny County, Pennsylvania from zoning district classification Manufacturing 1 (M1) to Commercial 1 (C1), as is more fully described in Exhibit "B" attached hereto and made a part hereof:

Lot/Block #:	Physical Address:	Property Description:
542-E-300	Parcel 2 – Penn Center Boulevard	Vacant Land
542-J-101	Penn Center Boulevard	Lot 9 – Vacant Land (Salt Pile)
542-P-011	777 Penn Center Boulevard	Lot 7 – Building #7
542-J-076	Penn Center Boulevard	Parcel 1 - Vacant Land

Section 3. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map is hereby amended to rezone the following property situate in the Township of Wilkins, Allegheny

County, Pennsylvania from zoning district classification Manufacturing 1 (M1) to Residential 4 (R4), as is more fully described in Exhibit "C" attached hereto and made a part hereof:

Lot/Block #:	Physical Address:	Property Description:
542-N-255	1000 Penn Center Boulevard	Lot 11 – Laurel Village Apts.
542-N-201	1100 Penn Center Boulevard	Lot 12 – Penn Tower NCP LLC

Section 4. Chapter 173 of the Code of the Township of Wilkins, Article I, Section 173-4, Zoning Map, is hereby amended in accordance with the map attached as Exhibit D.

Section 5. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 6. 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, sections 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 7. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 30th day of April, 2012, at a duly assembled public meeting.

ATTEST:
Rebecca Bradley
Rebecca Bradley, Manager

TOWNSHIP OF WILKINS
Sylvia Martinelli
Sylvia Martinelli, President

Metes and Bounds Descriptions for:

Lot/Block #:	Physical Address:	Property Description:
542-E-175	100 William Penn Highway	Lot 2 – Building #2
542-J-226	300 Penn Center Boulevard	Lot 3 – Building #3
542-J-101	Penn Center Boulevard	Lot 9 – Vacant Land (Salt Pile)
542-J-201	600 Penn Center Boulevard	Lot 6 – Building #6
542-P-011	777 Penn Center Boulevard	Lot 7 – Building #7
542-K-035	400 Penn Center Boulevard	Lot 8 – Early Learning Institute
542-K-055	400 Penn Center Boulevard	Lot 4 – Building #4
542-K-075	500 Penn Center Boulevard	Lot 5 – Building #5
542-F-120	3470 William Penn Highway	Lot 10 – Sears
542-J-076	Penn Center Boulevard	Parcel 1 - Vacant Land

Exhibit B

Metes and Bounds Descriptions for:

Lot/Block #:	Physical Address:	Property Description:
542-E-300	Parcel 2 – Penn Center Boulevard	Vacant Land
542-J-101	Penn Center Boulevard	Lot 9 – Vacant Land (Salt Pile)
542-P-011	777 Penn Center Boulevard	Lot 7 – Building #7
542-J-076	Penn Center Boulevard	Parcel 1 - Vacant Land

Exhibit C

Lot/Block #:	Physical Address:	Property Description:
542-N-255	1000 Penn Center Boulevard	Lot 11 – Laurel Village Apts.
542-N-201	1100 Penn Center Boulevard	Lot 12 – Penn Tower NCP LLC

Exhibit D

PCE LL LP, Zoning Map Amendment Exhibit

METES AND BOUNDS DESCRIPTION FOR LOT NO. 2
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny and the Commonwealth of Pennsylvania, said property being recorded in the name of Joseph Soffer in Deed Book Volume 10327, Page 262 and said property also having been recorded as Lot No. 2 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Beginning at a point on the southerly line of Business Route No. 22, State Route No. 2048 (120 foot width), said point also being on the westerly line of Penn Center Boulevard (50 foot width), created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965; thence along the westerly line of Penn Center Boulevard in a southerly direction by a curve to the right having a radius of 40.00 feet for an arc distance of 51.39 feet and having a central angle of 73° 36' 55"; thence along same, South 03° 31' 00" East, 487.56 feet to a point on the dividing line of the said Parcel herein described and Lot No. 3 in the Penn Center East Plan of Lots as recorded in Plan Book Volume 227 Pages 175 through 192; thence along said dividing line, South 86° 22' 26" West, 510.88 feet to a point on line of lands of Parcel No. 2 as recorded in the aforementioned Penn Center East Plan of Lots; thence along line of lands of said Parcel No. 2, North 03° 31' 00" West, 203.32 feet to a point on line of lands now or formerly of Anthony D'Imperio; thence along said line and along line of lands now or formerly of USRP Funding North 00° 46' 05" West, 478.90 feet; thence along same, in a northwesterly direction by a curve to the left having a radius of 35.00 feet for an arc distance of 40.49 feet and having a central angle of 66° 16' 49" to a point on the aforementioned southerly line of Business Route No. 22; thence along said southerly line of Business Route No. 22, in an easterly direction by a curve to the left having a radius of 2924.93 feet for an arc distance of 89.42 feet and having a central angle of 01° 45' 06", to a point on line of lands now or formerly of Mouncor Inc.; thence along said line in a southerly direction by a curve to the left, having a radius of 35.00 feet for an arc distance of 29.54 feet and having a central angle of 48° 21' 33"; thence along same, the following four (4) courses and distances:

1) South 00° 46' 05" East, 87.47 feet; thence
2) South 69° 59' 28" East, 160.52 feet; thence
3) North 00° 46' 05" West, 58.97 feet; thence
4) North 45° 40' 20" East, 64.12 feet to a point on the aforementioned southerly line of Business Route No. 22, State Route No. 2048 (120 foot width);

thence along said southerly line of Business Route No. 22, in an easterly direction by a curve to the left, having a radius of 2924.93 feet for an arc distance of 228.57 feet and having a central angle of 04° 28' 39", to the point of beginning.

Containing 6.55 acres.

COUNTY PARCEL ID: 542-E-175

Penn Center East Plan of Lots
Lot 2
Job No. 4389
February 22, 2012 – V.L.R.

Appendix A

METES AND BOUNDS DESCRIPTION FOR LOT NO. 3
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny and the Commonwealth of Pennsylvania, said property being recorded in the name of Joseph Soffer in Deed Book Volume 10327, Page 262 and said property also having been recorded as Lot No. 3 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Commencing at a concrete monument on the easterly side of Penn Center Boulevard (a 50.00 foot street) created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965, said line being the dividing line of said Penn Center Boulevard and Parcel 'B' in the Soffer Plan of Lots as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 199 Pages 7 through 12; thence along the said easterly side of Penn Center Boulevard in a southerly direction South 03° 31' 00" East, 452.49 feet; thence crossing said Penn Center Boulevard South 86° 29' 00" West, 50.00 feet to a point on the westerly side of the aforementioned Penn Center Boulevard, said point being the true point of beginning of the hereinafter described parcel of land; thence from said true point of beginning, along the aforementioned westerly side of Penn Center Boulevard, South 03° 31' 00" East, 302.97 feet to a point on the northerly line of Lot '6' as recorded in the aforementioned Penn Center East Plan of Lots; thence along line of lands of said Lot '6' and line of lands of Lot '9' as recorded in said Penn Center East Plan of Lots, South 86° 29' 00" West, 510.88 feet to a point on line of lands of Parcel '2' as recorded in said Penn Center East Plan of Lots; thence along line of lands of said Parcel '2', North 03° 31' 00" West, 302.00 feet to a point, said point being the southwesterly corner of Lot '2' as recorded in the aforementioned Penn Center East Plan of Lots; thence along line of lands of said Lot '2', North 86° 22' 26" East, 510.88 feet to the point of beginning.

Containing 3.55 acres.

COUNTY PARCEL ID: 542-J-226

Penn Center East Plan of Lots
Lot 3
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 9
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being recorded as Lot 9 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Beginning at a point on the easterly right of Penn Center Boulevard, a 50' right of way, as recorded in said Plan of Lots, said point being located on the dividing line between Lot 12 in said plan and Lot 9, the parcel herein described; thence along said right of way the following four (4) courses and distances:

1) North 19° 27' 40" West, 14.62 feet to a point; thence
2) along a curve to the right having a radius of 275.00 feet and a central angle of 36° 39' 28", an arc length of 175.95 feet, said curve having a chord bearing and distance of North 01° 07' 56" West, 172.96 feet to a point; thence
3) North 17° 11' 50" East, 273.87 feet to a point; thence
4) along a curve to the left having a radius of 325.00 feet and a central angle of 13° 34' 54", an arc length of 77.04 feet, said curve having a chord bearing and distance of North 10° 24' 23" East, 76.86 feet to a point on the dividing line between Parcel 2 in said plan and the parcel herein described;

thence along said dividing line and the line of Lot 3 in said plan, North 86° 29' 00" East, 361.31 feet to a point on the dividing line between Lot 6 in said plan and the parcel herein described; thence along said dividing line South 03° 31' 00" East, 338.72 feet to a point on the dividing line between Lot 11 in said plan and the parcel herein described; thence along said dividing line North 54° 04' 00" West, 236.89 feet to a point; thence continuing along same South 28° 20' 00" West, 335.00 feet to a point on the dividing line between said Lot 12 and the parcel herein described; thence along said dividing line South 66° 00' 00" West, 128.26 feet to the point of beginning.

Containing 3.36 acres.

COUNTY PARCEL ID: 542-J-101

Penn Center East Plan of Lots
Lot 9
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 6
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being Lot No. 6 in the Penn Center East Plan of Lots as recorded in Plan Book Volume 227, pages 175 to 192, said property having been previously recorded as a portion of Parcel 'A-1' in the Revised Soffer Plan of Lots in Plan Book Volume 201 Pages 125 thru 130 and in Deed Book Volume 5564 Page 317 for Allegheny County Industrial Development Authority.

Commencing at a point on the southerly line of Business Route 22, State Route No. 2048 (120 foot width), said point also being on the westerly line of Penn Center Boulevard (50 foot width), created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965; thence along the westerly line of Penn Center Boulevard in a southerly direction by a curve to the right having a radius of 40.00 feet for an arc distance of 51.39 feet and having a central angle of 73° 36' 55", subtended by a chord bearing of South 40° 19' 27" East for a chord distance of 47.93 feet to an iron pin; thence along same, South 03° 31' 00" East, 790.53 feet to a concrete monument, said concrete monument being the true point of beginning of this description; thence from said true point of beginning and continuing along said westerly line of Penn Center Boulevard South 03° 31' 00" East, 102.03 feet; thence along same South 26° 56' 00" East 84.33 feet to an iron pin; thence along same South 08° 16' 00" East, 264.93 feet to an iron pin; thence along same in a southerly direction by a curve to the right, having a radius of 25.00 feet for an arc distance of 7.98 feet and having a central angle of 21° 51' 33" to a point on line of lands now or formerly of Penn Center Limited Partnership; thence along said line of lands of Penn Center Limited Partnership North 87° 13' 00" West, 296.29 feet; thence along same North 54° 04' 00" West, 126.11 feet to a point on the line of lands of Joseph Soffer, said property being Lot No. 9 in the aforesaid Penn Center East Plan of Lots; thence along the same, North 03° 31' 00" West, 338.72 to a point on the southerly side of Lot No. 3 in the aforesaid plan; thence along line of lands of the aforesaid Lot No. 3, North 86° 29' 00" East, 337.04 feet to the point of beginning.

Containing 3.53 Acres.

COUNTY PARCEL ID: 542-J-201

Penn Center East Plan of Lots
Lot 6
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 7
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being Lot No. 7 in the Penn Center East Plan of Lots as recorded in Plan Book Volume 227, pages 175 to 192, said property having been previously recorded as a portion of Parcel 'A-1' in the Revised Soffer Plan of Lots in Plan Book Volume 201 Pages 125 thru 130 and in Deed Book Volume 10327 Page 262 for Joseph Soffer.

Commencing at a point on the southerly line of Business Route 22, State Route No. 2048 (120 foot width), said point also being on the westerly line of Penn Center Boulevard (50 foot width), created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965; thence along the westerly line of Penn Center Boulevard in a southerly direction by a curve to the right having a radius of 40.00 feet for an arc distance of 51.39 feet and having a central angle of 73° 36' 55", subtended by a chord bearing of South 40° 19' 27" East for a chord distance of 47.93 feet; thence continuing along the aforementioned westerly line of Penn Center Boulevard the following five (5) courses and distances:

1) South 03° 31' 00" East, 892.56 feet; thence
2) South 26° 56' 00" East, 84.33 feet; thence
3) South 08° 16' 00" East, 264.93 feet (to the cul-de-sac area of Penn Center Boulevard); thence
4) in a southerly direction by a curve to the right, having a radius of 25.00 feet for an arc distance of 17.33 feet and having a central angle of 39° 43' 03"; thence
5) in a southerly direction by a curve to the left, having a radius of 40.00 feet for an arc distance of 54.79 feet and having a central angle of 78° 28' 36" to the true point of beginning of this description;

thence from said true point of beginning, continuing along the aforementioned cul-de-sac of Penn Center Boulevard, in a southeasterly direction by a curve to the left, having a radius of 40.00 feet for an arc distance of 45.50 feet and having a central angle of 65° 10' 49" to a point on the northerly line of Penn Center Boulevard (50.00 foot width), as recorded in the aforesaid Penn Center East Plan of Lots; thence along the said Boulevard the following seven (7) courses and distances:

1) South 60° 54' 00" East, 124.98 feet; thence
2) in a southeasterly direction by a curve to the right, having a radius of 75.00 feet for an arc distance of 101.15 feet and having a central angle of 77° 16' 29"; thence
3) South 16° 22' 30" West, 80.38 feet; thence
4) in a southerly direction by a curve to the left, having a radius of 1025.00 feet for an arc distance of 121.45 feet and having a central angle of 06° 47' 20"; thence
5) South 09° 35' 10" West, 59.20 feet; thence
6) in a southwesterly direction, by a curve to the right, having a radius of 150.00 feet for an arc distance of 131.57 feet and having a central angle of 50° 15' 20"; thence
7) South 59° 50' 30" West, 296.67 feet to a magnetic nail set on line of lands now or formerly of Penn Towers Condominium Plan as recorded in Plan Book Volume 115 Pages 1 to 5;

thence along line of lands of the aforementioned Penn Towers Condominium Plan, North 41° 26' 00" West, 216.00 feet to a plastic capped iron pin set on line of lands now or formerly of Penn Center Limited Partnership; thence along line of lands of the aforementioned Penn Center Limited Partnership the following three (3) courses and distances:

1) North 48° 42' 00" East, 388.00 feet; thence
2) North 04° 53' 00" East, 232.35 feet; thence
3) by a non radial line, North 68° 25' 27" East, 35.96 feet to the point of beginning.

Containing 3.81 Acres.

COUNTY PARCEL ID: 542-P-11

Penn Center East Plan of Lots
Lot 7
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 8
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being recorded as Lot No. 8 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Commencing at a concrete monument on the easterly side of Penn Center Boulevard (a 50.00 foot street) created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965, said line being the dividing line of said Penn Center Boulevard and Parcel 'B' in the Soffer Plan of Lots as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 199 Pages 7 through 12; thence along the said easterly side of Penn Center Boulevard in a southerly direction South 03° 31' 00" East, 470.98 feet to a point on the southerly line of Lot 1 in said Penn Center East Plan and the true point of beginning of the hereinafter described parcel of land; thence from the true point of beginning and continuing along aforesaid easterly line of Penn Center Boulevard South 03° 31' 00" East, 376.16 feet to a point; thence continuing along same South 26° 56' 00" East, 82.20 feet to a point on the line of Lot 4 in said Penn Center East Plan of Lots; thence along said line North 86° 29' 00" East, 34.13 feet to a point; thence continuing along same North 03° 31' 00" west, 451.59 feet to a point on said southerly line of Lot 1; thence along said line South 86° 29' 00" West, 66.80 feet to the point of beginning.

Containing 0.66 acres Containing 0.66 acres

COUNTY PARCEL ID: 542-K-35

Penn Center East Plan of Lots
Lot 8
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 4
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny and the Commonwealth of Pennsylvania, said property being recorded in the name of Joseph Soffer in Deed Book Volume 10327, Page 262 and said property also having been recorded as Lot No. 4 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Commencing at a concrete monument on the easterly side of Penn Center Boulevard (a 50.00 foot street) created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965, said line being the dividing line of said Penn Center Boulevard and Parcel 'B' in the Soffer Plan of Lots as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 199 Pages 7 through 12; thence along the said easterly side of Penn Center Boulevard in a southerly direction South 03° 31' 00" East, 847.14 feet to a point; thence along same South 26° 56' 00" East, 82.20 feet to a point on the dividing line between land of Lot '8' and land of Lot '4' in the said Penn Center East Plan of Lots; said point being the true point of beginning of the hereinafter described Lot '4'; thence from said true point of beginning along said dividing line North 86° 29' 00" East, 34.13 feet to a point; thence along same North 03° 31' 00" West, 451.59 feet to a point on line of land of Lot '1' in said Penn Center East Plan of Lots; thence along said line of land North 86° 29' 00" East, 201.98 feet to a point; thence along same South 03° 31' 00" East, 52.10 feet to a point on line of land of Lot '5' in the said Penn Center East Plan of Lots; thence along said line of land South 86° 29' 00" West, 35.09 feet to a point; thence along same South 03° 31' 00" East, 277.74 feet to a point; thence along same South 86° 29' 00" West, 18.45 feet to a point; thence along same South 03° 31' 00" East, 517.97 feet to a point on the dividing line between land of Parcel '1' in said Penn Center East Plan of Lots and land of the herein described Lot '4'; thence along said dividing line by a curve to the right having a radius of 75.00 feet an arc distance of 27.38 feet and having a central angle of 20° 55' 07" to a point; thence along same and along the aforementioned easterly side of Penn Center Boulevard North 60° 54' 00" West, 127.92 feet to a point; thence along said easterly side of Penn Center Boulevard by a curve to the right having a radius of 25.00 feet an arc distance of 17.33 feet and having a central angle of 39° 43' 03" to a point of reverse compound curvature; thence along same by a curve to the left having a radius of 40.00 feet an arc distance of 18.71 feet and having a central angle of 26° 48' 00" to a point of reverse compound curvature; thence along same by a curve to the right having a radius of 25.00 feet an arc distance of 17.33 feet and having a central angle of 39° 43' 03" to a point; thence along same North 08° 16' 00" West, 273.14 feet to the point of beginning.

Containing 3.07 Acres

COUNTY PARCEL ID: 542-K-55

Penn Center East Plan of Lots
Lot 4
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 5
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny and the Commonwealth of Pennsylvania, said property being recorded in the name of Joseph Soffer in Deed Book Volume 10327, Page 262 and said property also having been recorded as Lot No. 5 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Commencing at a concrete monument on the easterly side of Penn Center Boulevard (a 50.00 foot street) created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965, said line being the dividing line of said Penn Center Boulevard and Parcel 'B' in the Soffer Plan of Lots as recorded in the Recorder of Deeds Office, Allegheny County, Pennsylvania in Plan Book Volume 199 Pages 7 through 12; thence along the said easterly side of Penn Center Boulevard in a southerly direction South 03° 31' 00" East, 847.14 feet to a point; thence along same South 26° 56' 00" East, 82.20 feet to a point; thence along same South 08° 16' 00" East, 273.14 feet to a point; thence along same by a curve to the left having a radius of 25.00 feet an arc distance of 17.33 feet and having a central angle of 39° 43' 03" to a point of reverse compound curvature; thence along same by a curve to the right having a radius of 40.00 feet an arc distance of 18.71 feet and having a central angle of 26° 48' 00" to a point of reverse compound curvature; thence along same by a curve to the left having a radius of 25.00 feet an arc distance of 17.33 feet and having a central angle of 39° 43' 03" to a point; thence along same and along the dividing line between land of Lot '4' and land of Parcel '1' in said Penn Center East Plan of Lots South 60° 54' 00" East, 127.92 feet to a point; thence along said dividing line between land of Lot '4' and land of Parcel '1' by a curve to the left having a radius of 75.00 feet an arc distance of 27.38 feet and having a central angle of 20° 55' 07" to a point on the dividing line between land of said Lot '4' and land of Lot '5' in said Penn Center East Plan of Lots; said point being the true point of beginning of the hereinafter described Lot '5'; thence from the true point of beginning along said dividing line between land of Lot '4' and land of Lot '5' North 03° 31' 00" West, 517.97 feet to a point; thence along same North 86° 29' 00" East, 18.45 feet to a point; thence along same North 03° 31' 00" West, 277.74 feet to a point; thence along same and along line of land of Lot '1' in said Penn Center East Plan of Lots North 86° 29' 00" East, 247.69 feet to a point; thence along line of land of Lot '10' in the said Penn Center East Plan of Lots South 03° 31' 00" East, 185.00 feet to a point; thence along same South 86° 29' 00" West, 54.23 feet to a point; thence along same South 03° 31' 00" East, 451.54 feet to a point on line of land of the aforesaid Parcel '1'; thence along said line of land South 45° 40' 30" West, 0.70 feet to a point; thence along same South 42° 28' 00" West, 200.33 feet to a point; thence along same by a curve to the right having a radius of 75.00 feet an arc distance of 72.93 feet and having a central angle of 55° 42' 45" to the point of beginning.

Containing 3.68 Acres

COUNTY PARCEL ID: 542-K-75

Penn Center East Plan of Lots
Lot 5
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 10
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being Lot No. 10 in the Penn Center East Plan of Lots as recorded in Plan Book Volume 227, pages 175 to 192, said property having been previously recorded as a portion of Parcel 'A-1' in the Revised Soffer Plan of Lots in Plan Book Volume 201 Pages 125 thru 130 and in Deed Book Volume 10327 Page 262 for Joseph Soffer.

Commencing at a point on the southerly side of Business Route 22, State Route No. 2048, on the easterly line of Penn Center Boulevard, a fifty foot street, created by agreement of Joseph Soffer et ux and the Township of Wilkins, dated April 5, 1965, said point being the record point of beginning in the deed recorded from Joseph Soffer et ux in the Recorder of Deeds Office, County of Allegheny and Commonwealth of Pennsylvania in Deed Book Volume 4498 Page 171, of which this is a part; thence along the southerly line of S.R. 2048, in an easterly direction, by a curve to the left, having a radius of 2924.93 feet, for an arc length of 619.20 feet with the central angle of 12° 07' 46", also having the chord bearing of South 85° 47' 54" East, a chord distance of 618.04 feet to the true point of beginning of this description; thence continuing along S.R. 2048 by a curve to the left having a radius of 2924.93 feet, for an arc length of 105.55 feet, having a central angle of 02° 45' 03" (02° 04' 04" calculated) and also having a chord bearing of North 87° 06' 12" East, for a chord length of 105.54 feet to a point on the land of Lot 13 in the Penn Center East Plan; thence along the westerly line of the said Lot 13, South 01° 38' 30" East, a distance of 158.01 feet to a point; thence along the same by a curve to the left having a radius of 46.27 feet, for an arc length of 28.49 feet, with a central angle of 35° 16' 25" and also having a chord bearing of South 19° 16' 38" East, a chord distance of 28.04 feet to a point; thence along same by a non-tangential line, North 86° 39' 00" East, a distance of 148.60 feet to a point; thence along the same North 06° 41' 07" West, a distance of 10.02 feet to a point on lands now or formerly of Carlyle Land Company, LTD; thence along the aforesaid Carlyle Land Company, LTD. the following courses and distances: South 52° 00' 00" East, a distance of 40.11 feet to a point; thence North 86° 41' 00" East, a distance of 110.00 feet to a point; thence South 52° 00' 00" East, a distance of 63.00 feet to a point; thence along line of lands of said Carlyle Land Company, LTD. and Parcel No. 1 in said Penn Center East Plan of Lots, South 06° 52' 00" East, a distance of 337.07 feet to a point; thence along line of lands of said Parcel No. 1 the following courses and distances: South 18° 50' 00" West, a distance of 87.65 feet to a point; thence South 02° 21' 40" East, a distance of 63.66 feet to a point; thence South 56° 59' 00" West, a distance of 708.40 feet to a point; thence South 45° 40' 30" West, a distance of 61.53 feet to a point on line of lands of Lot No. 5 in said plan to be recorded; thence along said Lot No. 5 the following coursed and distances: North 03° 31' 00" West, a distance of 451.54 feet to a point; thence North 86° 29' 00" East, a distance of 54.23 feet to a point; thence North 03° 31' 00" West, a distance of 185.00 feet to a point on line of lands of Lot No. 1 in said plan to be recorded; thence along said Lot No. 1, North 86° 29' 00" East, a distance of 45.00 feet to a point; thence along same, North 03° 31' 00" West, a distance of 169.68 feet to a point on line of the aforesaid Carlyle Land Company, LTD; thence along said line of land of Carlyle Land Company, LTD South 87° 32' 00" East, a distance of 1.12 feet to a point; thence along same by a curve to the left having a radius of 240.00 feet, for an arc length of 23.33 feet, with a central angle of 05° 34' 11", and also having a chord bearing of North 89° 40' 55" East, a chord distance of 23.32 feet to a point; thence along same North 86° 53' 49" East, a distance of 118.94 feet to a point; thence along same by a curve to the left having a radius of 50.00 feet, for an arc length of 78.86 feet, with a central angle of 90° 21' 49", and also having a chord bearing of North 41° 42' 55" East, a chord distance of 70.93 feet; thence along same, North 03° 28' 00" West, a distance of 201.53 feet to a point; thence along same by a curve to the left

having a radius of 60.00 feet, for an arc length of 92.57 feet, with a central angle of 88° 23' 47", and also having a chord bearing of North 47° 39' 54" West, a chord distance of 83.66 feet to the true point of beginning.

Containing 10.01 acres.

COUNTY PARCEL ID: 542-F-120

Penn Center East Plan of Lots
Lot 10
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR PARCEL 1
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being recorded as Parcel 1 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192 in the Office of the Recorder of Deeds of Allegheny County, being more particularly described as follows:

Beginning at a point on the dividing line between Lot 10 in said Plan and Lot 1 in the Revised Soffer plan of lots recorded in Plan Book Volume 201, page 125 in said Recorder's Office, and the parcel herein described; thence along the dividing line between Lot 1 North 83° 04' 27" East, 177.32 feet to a point on the dividing line between land of now or formerly Turnway Corporation and the Parcel herein described; thence along said dividing line South 55° 00' 00" East, 225.02 feet to a point on the dividing line between lands of now or formerly Conley Motel, Inc. and the parcel herein described; thence along said dividing line South 06° 36' 25" East, 539.28 feet to a point on the dividing line between lands of now or formerly Union Railroad Company and the parcel herein described; thence along said dividing line South 61° 37' 30" West, 123.43 feet to a point; thence continuing along same North 28° 22' 30" West, 10.00 feet to a point; thence continuing along same along a curve to the left having a radius of 2392.01 feet and a central angle of 12° 42' 24", an arc length of 530.48 feet, said curve having a chord bearing and distance of South 55° 16' 18" West, 529.40 feet to a point on the northwesterly right of way line of Thompson Run Road, recorded in said Penn Center East Plan of Lots as Larimar Avenue Extension; thence along said right of way line the following eight (8) courses and distances:

1) along a curve to the left having a radius of 111.50 feet and a central angle of 44° 14' 19", an arc length of 86.09 feet, said curve having a chord bearing and distance of South 66° 47' 49" West, 83.97 feet to a point; thence
2) South 44° 40' 40" West, 346.65 feet to a point; thence
3) along a curve to the right having a radius of 3289.15 feet and a central angle of 11° 30' 30", an arc length of 660.65 feet, said curve having a chord bearing and distance of South 50° 25' 55" West, 659.54 feet to a point; thence
4) South 56° 11' 10" West, 432.74 feet to a point; thence
5) along a curve to the right having a radius of 2474.79 feet and a central angle of 04° 27' 00", an arc length of 192.21 feet, said curve having a chord bearing and distance of South 58° 24' 40" West, 192.16 feet to a point; thence
6) South 60° 38' 10" West, 241.82 feet to a point; thence
7) along a curve to the right having a radius of 183.20 feet and a central angle of 25° 41' 55", an arc length of 82.17 feet, said curve having a chord bearing and distance of South 73° 29' 07" West, 81.48 feet to a point; thence
8) South 86° 20' 10" West, 16.00 feet to a point in the vicinity of the intersection of said Thompson Run Road, Rodi Road, and Larimar Avenue;

thence along the northeasterly line of Rodi Road, right of way of which varies, as recorded in said Penn Center East Plan of Lots, the following nine (9) courses and distances:

1) North 40° 01' 00" West, 35.30 feet to a point; thence
2) North 35° 00' 50" West, 99.35 feet to point: thence
3) along a curve to the left having a radius of 120.00 feet and a central angle of 13° 58' 11", an arc length of 29.26 feet, said curve having a chord bearing and distance of North 24° 24' 30" West, 29.19 feet to a point; thence
4) North 58° 36' 30" East, 5.00 feet to a point; thence

5) along a curve to the left having a radius of 125.00 feet and a central angle of 03° 38' 55", an arc length of 7.96 feet, said curve having a chord bearing and distance of North 33° 13' 03" West, 7.96 feet to a point; thence
6) North 35° 02' 30" West, 93.63 feet to a point; thence
7) South 54° 57' 30" West, 5.00 feet to a point; thence
8) North 35° 02' 30" West, 88.52 feet to a point; thence
9) along a curve to the right having a radius of 2794.93 feet and a central angle of 00° 59' 30", an arc length of 48.37 feet, said curve having a chord bearing and distance of North 34° 32' 45" West, 48.37 feet to a point on the dividing line between land of now or formerly Larry L. Uplinger and the parcel herein described;

thence along said dividing line North 63° 13' 10" East, 101.47 feet to a point; thence continuing along same North 26° 46' 50" West, 42.84 feet to a point on the dividing line between lands of now or formerly Charles Chambers and the parcel herein described; thence along said dividing line North 72° 43' 10" East, 129.92 feet to a point; thence continuing along same North 16° 31' 50" West, 57.89 feet to a point on the dividing line between lands of now or formerly Louis Maggiore and the parcel herein described; thence along said dividing line North 86° 26' 55" East, 119.01 feet to a point; thence continuing along same and along the lines of now or formerly Italian American Citizens Club, Donald Hood and Eles Realty Co, Inc. respectively, North 21° 09' 56" West, 923.35 feet to a point; thence continuing along said Eles Realty Co, Inc. line North 58° 18' 50" West, 125.77 feet to a point on said easterly right of way line of Rodi Road; thence along said right of way the following eleven (11) courses and distances:

1) North 31° 36' 01" East, 42.76 feet to a point; thence
2) along a curve to the left having a radius of 779.34 feet and a central angle of 06° 33' 21", an arc length of 89.17 feet, said curve having a chord bearing and distance of North 28° 19' 20" East, 89.12 feet to a point; thence
3) North 64° 57' 20" West, 12.00 feet to a point; thence
4) along a curve to the left having a radius of 767.34 and a central angle of 26° 50' 00", an arc length of 359.37 feet, said curve having a chord bearing and distance of North 11° 37' 40" East, 356.09 feet to a point; thence
5) North 88° 12' 40" East, 30.00 feet to a point; thence
6) along a curve to the left having a radius of 797.34 feet and a central angle of 11° 30' 00", an arc length of 160.04 feet, said curve having a chord bearing and distance of North 07° 32' 20" West, 159.77 feet to a point; thence
7) South 76° 42' 40" West, 10.00 feet to a point; thence
8) along a curve to the left having a radius of 787.34 feet and a central angle of 07° 40' 00", an arc length of 105.35 feet, said curve having a chord bearing and distance of North 17° 07' 20" West, 105.27 feet to a point; thence
9) South 69° 02' 40" West, 20.00 feet to a point; thence
10) along a curve to the left having a radius of 767.34 feet and a central angle of 11° 45' 20", an arc length of 157.44 feet, said curve having a chord bearing and distance of North 26° 50' 00" West, 157.16 feet to a point; thence
11) North 32° 42' 40" West, 178.27 feet to a point on the westerly right of way line of Penn Center Boulevard, a 50 foot right of way as dedicated in said Penn Center East Plan of Lots;

thence along said westerly right of way line the following twenty five (25) courses and distances;

1) along a curve the right having a radius of 375.00 feet and a central angle of 02° 35' 28", an arc length of 16.96 feet, said curve having a chord bearing and distance of South 49° 23' 14" East, 16.96 feet; thence
2) South 48° 05' 30" East, 73.76 feet; thence
3) along a curve to the right having a radius of 675.00 feet and a central angle of 11° 21' 22", an arc length of 133.79, said curve having a chord bearing and distance of South 42° 24' 51" East, 133.57 feet; thence

4) South 36° 44' 10" East, 124.66 feet; thence
5) along a curve to the right having a radius of 325.00 feet and a central angle of 20° 42' 01", an arc length of 117.42, said curve having a chord bearing and distance of South 26° 23' 10" East, 116.78 feet; thence
6) South 16° 02' 10" East, 205.02 feet; thence
7) along a curve to the right having a radius of 275.00 feet and a central angle of 33° 14' 00", an arc length of 159.51 feet, said curve having a chord bearing and distance of South 00° 34' 50" West, 157.28 feet; thence
8) South 17° 11' 50" West, 273.87 feet; thence
9) along a curve to the left having a radius of 325.00 and a central angle of 36° 39' 28", an arc length of 207.94 feet, said curve having a chord bearing and distance of South 01° 07' 54" East, 204.41 feet; thence
10) South 19° 27' 40" East, 272.69 feet; thence
11) along a curve to the left having a radius of 1025.00 and a central angle of 05° 55' 30", an arc length of 106.00 feet, said curve having a chord bearing and distance of South 22° 25' 25" East, 105.95 feet; thence
12) South 25° 23' 10" East, 76.16 feet; thence
13) along a curve to the right having a radius of 975.00 and a central angle of 07° 43' 10", an arc length of 131.36 feet, said curve having a chord bearing and distance of South 21° 31' 35" East, 131.26 feet; thence
14) South 17° 40' 00" East, 169.03 feet; thence
15) along a curve to the left having a radius of 125.00 feet and a central angle of 43° 29' 56", an arc length of 94.90 feet, said curve having a chord bearing and distance of South 39° 25' 02" East, 92.64 feet to a point; thence
16) South 61° 10' 00" East, 58.59 feet; thence
17) along a curve to the left having a radius of 125.00 feet and a central angle of 62° 40' 33", an arc length of 136.74 feet, said curve having a chord bearing and distance of North 87° 29' 43" East, 130.02 feet; thence
18) North 56° 09' 30" East, 217.59 feet; thence
19) along a curve to the right having a radius of 975.00 feet and a central angle of 03° 41' 01", an arc length of 62.68 feet, said curve having a chord bearing and distance of North 58° 00' 01" East, 62.67 feet; thence
20) North 59° 50' 30" East, 305.54 feet; thence
21) along a curve to the left having a radius of 200.00 feet and a central angle of 50° 15' 24", an arc length of 175.43 feet, said curve having a chord bearing and distance of North 34° 42' 52" East, 169.86 feet; thence
22) North 09° 35' 10" East, 59.20 feet; thence
23) along a curve to the right having a radius of 975.00 feet and a central angle of 06° 47' 20", an arc length of 115.53 feet, said curve having a chord bearing and distance of North 12° 58' 50" East, 115.46 feet; thence
24) North 16° 22' 30" East, 80.38 feet; thence
25) along a curve to the left having a radius of 125.00 feet and a central angle of 77° 16' 29", an arc length of 168.59 feet, said curve having a chord bearing and distance of North 22° 15' 45" West, 156.10 feet to a point on the dividing line between Lot 4 in said Penn Center East Plan of Lots and the Parcel herein described;

thence along said dividing line South 60° 54' 00" East, 13.25 feet to a point; thence continuing along same and the line of Lot 5 in said Plan along a curve to the left having a radius of 75.00 feet and a central angle of 76° 37' 52", an arc length of 100.31 feet, said curve having a chord bearing and distance of North 80° 47' 04" East, 93.00 feet to a point; thence continuing along said line of Lot 5 North 42°28'00" East, 200.33 feet to a point; thence continuing along same and the line of Lot 10 in said Plan North 45° 40' 30" East, 62.23 feet to a point; thence continuing along said Lot

10 North 56° 59' 00" East, 708.40 feet to a point; thence continuing along same North 02° 21' 40" West, 63.66 feet; thence North 18° 50' 00" East, 87.65 feet; thence North 06° 52' 00" West, 140.07 feet to the point of beginning.

Containing 31.70 acres.

COUNTY PARCEL ID: 542-J-76

Penn Center East Plan of Lots
Parcel 1
Job No. 4389
February 23, 2012 – V.L.R.

Exhibit B

Metes and Bounds Descriptions for:

Lot/Block #:	Physical Address:	Property Description:
542-E-300	Parcel 2 – Penn Center Boulevard	Vacant Land
542-J-101	Penn Center Boulevard	Lot 9 – Vacant Land (Salt Pile)
542-P-011	777 Penn Center Boulevard	Lot 7 – Building #7
542-J-076	Penn Center Boulevard	Parcel 1 - Vacant Land

METES AND BOUNDS DESCRIPTION FOR PARCEL 2
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being recorded as Parcel 2 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Beginning at a point on the easterly right of way of Penn Center Boulevard, a 50' right of way, as recorded in said Plan of Lots, said point being located on the dividing line of Lots 9 in said plan and the parcel herein described; thence along said right of way the following eight (8) courses and distances:

1) along a curve to the left having a radius of 325.00 feet and a central angle of 19° 39' 06", an arc length of 111.47 feet, said curve having a chord bearing and distance of North 06° 12' 37" West, 110.93 feet to a point; thence,
2) North 16° 02' 10" West, 205.02 feet to a point; thence,
3) along a curve to the left having a radius of 375.00 feet and a central angle of 20° 42' 01", an arc length of 135.48 feet to a point, said curve having a chord bearing and distance of North 26° 23' 10" West, 134.75 feet; thence,
4) North 36° 44' 10" West, 124.66 feet to a point; thence,
5) along a curve to the left having a radius of 725.00 feet and a central angle of 11° 21' 22", an arc length of 143.70 feet to a point, said curve having a chord bearing and distance of North 42° 24' 51" West, 143.46 feet; thence,
6) North 48° 05' 30" West, 73.76 feet to a point; thence,
7) along a curve to the left having a radius of 425.00 feet and a central angle of 10° 02' 28", an arc length of 74.48 feet to a point, said curve having a chord bearing and distance of North 53° 06' 44" West, 74.39 feet; thence,
8) thence North 58° 08' 00" West, 63.23 feet to a point on the easterly right of way line of Rodi Road; thence along said line North 32° 42' 40" West, 4.02 feet to a point on the dividing line between lands of, now or formerly, Arthur and Calvin Katz and the parcel herein described; thence along said dividing line North 12° 32' 55" East, 312.05 feet to a point on the dividing line between lands of, now or formerly, Sun Refining and Marketing Company and the parcel herein described; thence along said dividing line South 62° 58' 05" East, 179.24 feet to a point on the dividing line between land of, now or formerly, Wilkins Associates and the parcel herein described; thence along said dividing line South 31° 25' 45" East, 30.68 feet to a point; thence continuing along same South 55° 43' 05" East, 168.30 feet to a point; thence continuing along same South 40° 20' 05" East, 62.35 feet to a point; thence continuing along same North 89° 13' 55" East, 48.60 feet to a point on the dividing line between lands of, now or formerly, Anthony D'imperio and the parcel herein described; thence along said dividing line South 00° 46' 05" East, 234.84 feet to a point; thence continuing along same South 65° 29' 25" East, 166.62 feet to a point on the dividing line between Lot 2 in said Penn Center East Plan of Lots and the parcel herein described; thence along said dividing line and the line of Lot 3 in said plan South 03° 31' 00" East, 505.32 feet to a point on the line of Lot 9 in said plan; thence along said line South 86° 29' 00" West, 187.47 feet to the point of beginning.

Containing 6.62 acres.

COUNTY PARCEL ID: 542-E-300

Appendix B

Penn Center East Plan of Lots
Parcel 2
Job No. 4389
February 23, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 9
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being recorded as Lot 9 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192.

Beginning at a point on the easterly right of Penn Center Boulevard, a 50' right of way, as recorded in said Plan of Lots, said point being located on the dividing line between Lot 12 in said plan and Lot 9, the parcel herein described; thence along said right of way the following four (4) courses and distances:

1) North 19° 27' 40" West, 14.62 feet to a point; thence
2) along a curve to the right having a radius of 275.00 feet and a central angle of 36° 39' 28", an arc length of 175.95 feet, said curve having a chord bearing and distance of North 01° 07' 56" West, 172.96 feet to a point; thence
3) North 17° 11' 50" East, 273.87 feet to a point; thence
4) along a curve to the left having a radius of 325.00 feet and a central angle of 13° 34' 54", an arc length of 77.04 feet, said curve having a chord bearing and distance of North 10° 24' 23" East, 76.86 feet to a point on the dividing line between Parcel 2 in said plan and the parcel herein described;

thence along said dividing line and the line of Lot 3 in said plan, North 86° 29' 00" East, 361.31 feet to a point on the dividing line between Lot 6 in said plan and the parcel herein described; thence along said dividing line South 03° 31' 00" East, 338.72 feet to a point on the dividing line between Lot 11 in said plan and the parcel herein described; thence along said dividing line North 54° 04' 00" West, 236.89 feet to a point; thence continuing along same South 28° 20' 00" West, 335.00 feet to a point on the dividing line between said Lot 12 and the parcel herein described; thence along said dividing line South 66° 00' 00" West, 128.26 feet to the point of beginning.

Containing 3.36 acres.

COUNTY PARCEL ID: 542-J-101

Penn Center East Plan of Lots
Lot 9
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 7
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being Lot No. 7 in the Penn Center East Plan of Lots as recorded in Plan Book Volume 227, pages 175 to 192, said property having been previously recorded as a portion of Parcel 'A-1' in the Revised Soffer Plan of Lots in Plan Book Volume 201 Pages 125 thru 130 and in Deed Book Volume 10327 Page 262 for Joseph Soffer.

Commencing at a point on the southerly line of Business Route 22, State Route No. 2048 (120 foot width), said point also being on the westerly line of Penn Center Boulevard (50 foot width), created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965; thence along the westerly line of Penn Center Boulevard in a southerly direction by a curve to the right having a radius of 40.00 feet for an arc distance of 51.39 feet and having a central angle of 73° 36' 55", subtended by a chord bearing of South 40° 19' 27" East for a chord distance of 47.93 feet; thence continuing along the aforementioned westerly line of Penn Center Boulevard the following five (5) courses and distances:

1) South 03° 31' 00" East, 892.56 feet; thence
2) South 26° 56' 00" East, 84.33 feet; thence
3) South 08° 16' 00" East, 264.93 feet (to the cul-de-sac area of Penn Center Boulevard); thence
4) in a southerly direction by a curve to the right, having a radius of 25.00 feet for an arc distance of 17.33 feet and having a central angle of 39° 43' 03"; thence
5) in a southerly direction by a curve to the left, having a radius of 40.00 feet for an arc distance of 54.79 feet and having a central angle of 78° 28' 36" to the true point of beginning of this description;

thence from said true point of beginning, continuing along the aforementioned cul-de-sac of Penn Center Boulevard, in a southeasterly direction by a curve to the left, having a radius of 40.00 feet for an arc distance of 45.50 feet and having a central angle of 65° 10' 49" to a point on the northerly line of Penn Center Boulevard (50.00 foot width), as recorded in the aforesaid Penn Center East Plan of Lots; thence along the said Boulevard the following seven (7) courses and distances:

1) South 60° 54' 00" East, 124.98 feet; thence
2) in a southeasterly direction by a curve to the right, having a radius of 75.00 feet for an arc distance of 101.15 feet and having a central angle of 77° 16' 29"; thence
3) South 16° 22' 30" West, 80.38 feet; thence
4) in a southerly direction by a curve to the left, having a radius of 1025.00 feet for an arc distance of 121.45 feet and having a central angle of 06° 47' 20"; thence
5) South 09° 35' 10" West, 59.20 feet; thence
6) in a southwesterly direction, by a curve to the right, having a radius of 150.00 feet for an arc distance of 131.57 feet and having a central angle of 50° 15' 20"; thence
7) South 59° 50' 30" West, 296.67 feet to a magnetic nail set on line of lands now or formerly of Penn Towers Condominium Plan as recorded in Plan Book Volume 115 Pages 1 to 5;

thence along line of lands of the aforementioned Penn Towers Condominium Plan, North 41° 26' 00" West, 216.00 feet to a plastic capped iron pin set on line of lands now or formerly of Penn Center Limited Partnership; thence along line of lands of the aforementioned Penn Center Limited Partnership the following three (3) courses and distances:

1) North 48° 42' 00" East, 388.00 feet; thence
2) North 04° 53' 00" East, 232.35 feet; thence
3) by a non radial line, North 68° 25' 27" East, 35.96 feet to the point of beginning.

Containing 3.81 Acres.

COUNTY PARCEL ID: 542-P-11

Penn Center East Plan of Lots
Lot 7
Job No. 4389
February 22, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR PARCEL 1
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being recorded as Parcel 1 in the Penn Center East Plan of Lots in Plan Book Volume 227 Pages 175 through 192 in the Office of the Recorder of Deeds of Allegheny County, being more particularly described as follows:

Beginning at a point on the dividing line between Lot 10 in said Plan and Lot 1 in the Revised Soffer plan of lots recorded in Plan Book Volume 201, page 125 in said Recorder's Office, and the parcel herein described; thence along the dividing line between Lot 1 North 83° 04' 27" East, 177.32 feet to a point on the dividing line between land of now or formerly Turnway Corporation and the Parcel herein described; thence along said dividing line South 55° 00' 00" East, 225.02 feet to a point on the dividing line between lands of now or formerly Conley Motel, Inc. and the parcel herein described; thence along said dividing line South 06° 36' 25" East, 539.28 feet to a point on the dividing line between lands of now or formerly Union Railroad Company and the parcel herein described; thence along said dividing line South 61° 37' 30" West, 123.43 feet to a point; thence continuing along same North 28° 22' 30" West, 10.00 feet to a point; thence continuing along same along a curve to the left having a radius of 2392.01 feet and a central angle of 12° 42' 24", an arc length of 530.48 feet, said curve having a chord bearing and distance of South 55° 16' 18" West, 529.40 feet to a point on the northwesterly right of way line of Thompson Run Road, recorded in said Penn Center East Plan of Lots as Larimar Avenue Extension; thence along said right of way line the following eight (8) courses and distances:

1) along a curve to the left having a radius of 111.50 feet and a central angle of 44° 14' 19", an arc length of 86.09 feet, said curve having a chord bearing and distance of South 66° 47' 49" West, 83.97 feet to a point; thence
2) South 44° 40' 40" West, 346.65 feet to a point; thence
3) along a curve to the right having a radius of 3289.15 feet and a central angle of 11° 30' 30", an arc length of 660.65 feet, said curve having a chord bearing and distance of South 50° 25' 55" West, 659.54 feet to a point; thence
4) South 56° 11' 10" West, 432.74 feet to a point; thence
5) along a curve to the right having a radius of 2474.79 feet and a central angle of 04° 27' 00", an arc length of 192.21 feet, said curve having a chord bearing and distance of South 58° 24' 40" West, 192.16 feet to a point; thence
6) South 60° 38' 10" West, 241.82 feet to a point; thence
7) along a curve to the right having a radius of 183.20 feet and a central angle of 25° 41' 55", an arc length of 82.17 feet, said curve having a chord bearing and distance of South 73° 29' 07" West, 81.48 feet to a point; thence
8) South 86° 20' 10" West, 16.00 feet to a point in the vicinity of the intersection of said Thompson Run Road, Rodi Road, and Larimar Avenue;

thence along the northeasterly line of Rodi Road, right of way of which varies, as recorded in said Penn Center East Plan of Lots, the following nine (9) courses and distances:

1) North 40° 01' 00" West, 35.30 feet to a point; thence
2) North 35° 00' 50" West, 99.35 feet to point: thence
3) along a curve to the left having a radius of 120.00 feet and a central angle of 13° 58' 11", an arc length of 29.26 feet, said curve having a chord bearing and distance of North 24° 24' 30" West, 29.19 feet to a point; thence
4) North 58° 36' 30" East, 5.00 feet to a point; thence

5) along a curve to the left having a radius of 125.00 feet and a central angle of 03° 38' 55", an arc length of 7.96 feet, said curve having a chord bearing and distance of North 33° 13' 03" West, 7.96 feet to a point; thence
6) North 35° 02' 30" West, 93.63 feet to a point; thence
7) South 54° 57' 30" West, 5.00 feet to a point; thence
8) North 35° 02' 30" West, 88.52 feet to a point; thence
9) along a curve to the right having a radius of 2794.93 feet and a central angle of 00° 59' 30", an arc length of 48.37 feet, said curve having a chord bearing and distance of North 34° 32' 45" West, 48.37 feet to a point on the dividing line between land of now or formerly Larry L. Uplinger and the parcel herein described;

thence along said dividing line North 63° 13' 10" East, 101.47 feet to a point; thence continuing along same North 26° 46' 50" West, 42.84 feet to a point on the dividing line between lands of now or formerly Charles Chambers and the parcel herein described; thence along said dividing line North 72° 43' 10" East, 129.92 feet to a point; thence continuing along same North 16° 31' 50" West, 57.89 feet to a point on the dividing line between lands of now or formerly Louis Maggiore and the parcel herein described; thence along said dividing line North 86° 26' 55" East, 119.01 feet to a point; thence continuing along same and along the lines of now or formerly Italian American Citizens Club, Donald Hood and Eles Realty Co, Inc. respectively, North 21° 09' 56" West, 923.35 feet to a point; thence continuing along said Eles Realty Co, Inc. line North 58° 18' 50" West, 125.77 feet to a point on said easterly right of way line of Rodi Road; thence along said right of way the following eleven (11) courses and distances:

1) North 31° 36' 01" East, 42.76 feet to a point; thence
2) along a curve to the left having a radius of 779.34 feet and a central angle of 06° 33' 21", an arc length of 89.17 feet, said curve having a chord bearing and distance of North 28° 19' 20" East, 89.12 feet to a point; thence
3) North 64° 57' 20" West, 12.00 feet to a point; thence
4) along a curve to the left having a radius of 767.34 and a central angle of 26° 50' 00", an arc length of 359.37 feet, said curve having a chord bearing and distance of North 11° 37' 40" East, 356.09 feet to a point; thence
5) North 88° 12' 40" East, 30.00 feet to a point; thence
6) along a curve to the left having a radius of 797.34 feet and a central angle of 11° 30' 00", an arc length of 160.04 feet, said curve having a chord bearing and distance of North 07° 32' 20" West, 159.77 feet to a point; thence
7) South 76° 42' 40" West, 10.00 feet to a point; thence
8) along a curve to the left having a radius of 787.34 feet and a central angle of 07° 40' 00", an arc length of 105.35 feet, said curve having a chord bearing and distance of North 17° 07' 20" West, 105.27 feet to a point; thence
9) South 69° 02' 40" West, 20.00 feet to a point; thence
10) along a curve to the left having a radius of 767.34 feet and a central angle of 11° 45' 20", an arc length of 157.44 feet, said curve having a chord bearing and distance of North 26° 50' 00" West, 157.16 feet to a point; thence
11) North 32° 42' 40" West, 178.27 feet to a point on the westerly right of way line of Penn Center Boulevard, a 50 foot right of way as dedicated in said Penn Center East Plan of Lots;

thence along said westerly right of way line the following twenty five (25) courses and distances;

1) along a curve the right having a radius of 375.00 feet and a central angle of 02° 35' 28", an arc length of 16.96 feet, said curve having a chord bearing and distance of South 49° 23' 14" East, 16.96 feet; thence
2) South 48° 05' 30" East, 73.76 feet; thence
3) along a curve to the right having a radius of 675.00 feet and a central angle of 11° 21' 22", an arc length of 133.79, said curve having a chord bearing and distance of South 42° 24' 51" East, 133.57 feet; thence

4) South 36° 44' 10" East, 124.66 feet; thence
5) along a curve to the right having a radius of 325.00 feet and a central angle of 20° 42' 01", an arc length of 117.42, said curve having a chord bearing and distance of South 26° 23' 10" East, 116.78 feet; thence
6) South 16° 02' 10" East, 205.02 feet; thence
7) along a curve to the right having a radius of 275.00 feet and a central angle of 33° 14' 00", an arc length of 159.51 feet, said curve having a chord bearing and distance of South 00° 34' 50" West, 157.28 feet; thence
8) South 17° 11' 50" West, 273.87 feet; thence
9) along a curve to the left having a radius of 325.00 and a central angle of 36° 39' 28", an arc length of 207.94 feet, said curve having a chord bearing and distance of South 01° 07' 54" East, 204.41 feet; thence
10) South 19° 27' 40" East, 272.69 feet; thence
11) along a curve to the left having a radius of 1025.00 and a central angle of 05° 55' 30", an arc length of 106.00 feet, said curve having a chord bearing and distance of South 22° 25' 25" East, 105.95 feet; thence
12) South 25° 23' 10" East, 76.16 feet; thence
13) along a curve to the right having a radius of 975.00 and a central angle of 07° 43' 10", an arc length of 131.36 feet, said curve having a chord bearing and distance of South 21° 31' 35" East, 131.26 feet; thence
14) South 17° 40' 00" East, 169.03 feet; thence
15) along a curve to the left having a radius of 125.00 feet and a central angle of 43° 29' 56", an arc length of 94.90 feet, said curve having a chord bearing and distance of South 39° 25' 02" East, 92.64 feet to a point; thence
16) South 61° 10' 00" East, 58.59 feet; thence
17) along a curve to the left having a radius of 125.00 feet and a central angle of 62° 40' 33", an arc length of 136.74 feet, said curve having a chord bearing and distance of North 87° 29' 43" East, 130.02 feet; thence
18) North 56° 09' 30" East, 217.59 feet; thence
19) along a curve to the right having a radius of 975.00 feet and a central angle of 03° 41' 01", an arc length of 62.68 feet, said curve having a chord bearing and distance of North 58° 00' 01" East, 62.67 feet; thence
20) North 59° 50' 30" East, 305.54 feet; thence
21) along a curve to the left having a radius of 200.00 feet and a central angle of 50° 15' 24", an arc length of 175.43 feet, said curve having a chord bearing and distance of North 34° 42' 52" East, 169.86 feet; thence
22) North 09° 35' 10" East, 59.20 feet; thence
23) along a curve to the right having a radius of 975.00 feet and a central angle of 06° 47' 20", an arc length of 115.53 feet, said curve having a chord bearing and distance of North 12° 58' 50" East, 115.46 feet; thence
24) North 16° 22' 30" East, 80.38 feet; thence
25) along a curve to the left having a radius of 125.00 feet and a central angle of 77° 16' 29", an arc length of 168.59 feet, said curve having a chord bearing and distance of North 22° 15' 45" West, 156.10 feet to a point on the dividing line between Lot 4 in said Penn Center East Plan of Lots and the Parcel herein described;

thence along said dividing line South 60° 54' 00" East, 13.25 feet to a point; thence continuing along same and the line of Lot 5 in said Plan along a curve to the left having a radius of 75.00 feet and a central angle of 76° 37' 52", an arc length of 100.31 feet, said curve having a chord bearing and distance of North 80° 47' 04" East, 93.00 feet to a point; thence continuing along said line of Lot 5 North 42°28'00" East, 200.33 feet to a point; thence continuing along same and the line of Lot 10 in said Plan North 45° 40' 30" East, 62.23 feet to a point; thence continuing along said Lot

10 North 56° 59' 00" East, 708.40 feet to a point; thence continuing along same North 02° 21' 40" West, 63.66 feet; thence North 18° 50' 00" East, 87.65 feet; thence North 06° 52' 00" West, 140.07 feet to the point of beginning.

Containing 31.70 acres.

COUNTY PARCEL ID: 542-J-76

Penn Center East Plan of Lots
Parcel 1
Job No. 4389
February 23, 2012 – V.L.R.

Exhibit C

Lot/Block #:	Physical Address:	Property Description:
542-N-255	1000 Penn Center Boulevard	Lot 11 – Laurel Village Apts.
542-N-201	1100 Penn Center Boulevard	Lot 12 – Penn Tower NCP LLC

METES AND BOUNDS DESCRIPTION FOR LOT NO. 12
in the
PENN CENTER EAST PLAN OF LOTS

All that certain parcel of land situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania, being Lot 12 in the Penn Center East Plan of Lots as recorded in the Department of Real Estate (formerly known as Recorder of Deeds Office) of Allegheny County, Pennsylvania in Plan Book Volume 227, pages 175 to 192, being bounded and described as follows:

Beginning at an iron pin located on the Northerly right of way line of Penn Center Boulevard (a 50.00 foot street) at the dividing line between land of Lot 7 in said Penn Center East Plan of Lots and land of the hereinafter described Lot 12; thence along said Northerly right of way line in a Westerly direction South 59° 50' 30" West, 8.86 feet to a point; thence along same by a curve to the left having a radius of 1025.00 feet with a central angle of 03° 41' 01" an arc distance of 65.90 feet, having the chord bearing of South 58° 00' 00" West, the chord distance of 65.89 feet to a point; thence along same South 56° 09' 30" West, 217.59 feet to a point; thence along same by a curve to the right having a radius of 75.00 feet with a central angle of 62° 40' 33" an arc distance of 82.04 feet, having the chord bearing of South 87° 29' 43" West, the chord distance of 78.01 feet to a point; thence along same North 61° 10' 00" West, 58.59 feet to a point; thence along same by a curve to the right having a radius of 75.00 feet with a central angle of 43° 29' 56" an arc distance of 56.94 feet, having the chord bearing of North 39° 25' 02" West, the chord distance of 55.58 feet to a point on the Easterly right of way line of said Penn Center Boulevard; thence along said Easterly right of way line North 17° 40' 00" West, 169.03 feet to a point; thence along same by a curve to the left having a radius of 1025.00 feet with a central angle of 07° 43' 10" an arc distance of 138.10 feet, having a chord bearing of North 21° 31' 35" West, the chord distance of 137.99 feet to a point; thence along same North 25° 23' 10" West, 76.16 feet to a point; thence along same by a curve to the right having a radius of 975.00 feet with a central angle of 05° 55' 30" an arc distance of 100.82 feet, having the chord bearing of North 22° 25' 25" West, the chord distance of 100.78 feet to a point; thence along same North 19° 27' 40" West, 258.07 feet to an iron pin at the dividing line between land of Lot 9 in said Penn Center East Plan of Lots and land of the herein described Lot 12; thence along said dividing line North 66° 00' 00" East, 128.26 feet to a point; thence along the dividing line between land of Lot 11 in said Penn Center East Plan of Lots and land of the herein described Lot 12 South 34° 40' 00" East, 170.00 feet to an iron pin; thence along same and along the aforesaid dividing line between land of Lot 7 and land of the herein described Lot 12 South 41° 26' 00" East, 686.00 feet to the point of beginning.

Containing 5.15 acres.

Being the same property which was conveyed by Penn Towers Associates, L.P. to Penn Tower NCP, LLC by deed dated January 8, 2009 and recorded in Deed Book Volume 13835 page 190.

COUNTY PARCEL ID: 542-N-201

Penn Center East Plan of Lots
Lot 12
Job No. 4389
February 27, 2012 – V.L.R.

METES AND BOUNDS DESCRIPTION FOR LOT NO. 11
in the
PENN CENTER EAST PLAN OF LOTS

Situate in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, said property being Lot No. 11 in the Penn Center East Plan of Lots as recorded in Plan Book Volume 227, pages 175 to 192.

Commencing at a point on the southerly line of Business Route 22, State Route No. 2048 (120 foot width), said point also being on the westerly line of Penn Center Boulevard (50 foot width), created by agreement of Joseph Soffer, et ux and the Township of Wilkins, dated April 5, 1965; thence along the westerly line of Penn Center Boulevard in a southerly direction by a curve to the right having a radius of 40.00 feet for an arc distance of 51.39 feet and having a central angle of 73° 36' 55", subtended by a chord bearing of South 40° 19' 27" East for a chord distance of 47.93 feet; thence continuing along the aforementioned westerly line of Penn Center Boulevard the following four (4) courses and distances:

1) South 03° 31' 00" East, 892.56 feet; thence
2) South 26° 56' 00" East, 84.33 feet; thence
3) South 08° 16' 00" East, 264.93 feet (to the cul-de-sac area of Penn Center Boulevard); thence
4) in a southerly direction by a curve to the right, having a radius of 25.00 feet for an arc distance of 6.24 feet by deed, 798 feet by survey, and having a central angle of 18° 17' 19" to the true point of beginning of this description; thence from the true point of beginning and continuing along the said westerly line of Penn Center Boulevard and the land herein described, Lot 11, in a southerly direction by a curve to the right, having a radius of 25.00 feet for an arc distance of 11.09 feet by deed, 9.35 feet by survey, and having a central angle of 21° 25' 44" to a point of reverse curve; thence along the same in a southerly direction by a curve to the left, having a radius of 40.00 feet for an arc distance of 52.22 feet by deed, 54.79 feet by survey, and having a central angle of 78° 28' 36" to a point at the dividing line of Lot 7 in the said Penn Center East Plan and the lot herein described; thence along the said dividing line the three (3) courses and distances:

1.) South 68° 25' 27" West, non radial, 35.94 feet deed, 35.96 feet survey, to an iron pin; thence
2.) South 04° 53'00" West, 232.35 feet to an iron pin; thence
3.) South 48° 42' 00" West, 388.00 feet to an iron pin on the line of Lot 12 in the Penn Towers Condominium Plan as recorded in Plan Book Volume 115 Pages 1 to 5;

thence along line of lands of the said Lot 12, North 41° 26' 00" West, 470.00 feet to an iron pin; thence along the same, North 34° 40' 00" West, 170.00 feet to the land of Lot 9 in the aforesaid Penn Center East Plan of Lots; thence along the said Lot 9 and the Lot herein described, North 28° 20' 00" East, 335.00 feet to a point; thence along the same and Lot 6 in the said Penn Center East Plan of Lots, South 54° 04' 00" East, 363.00 feet to an iron pin; thence along the dividing line of said Lot 6 and the herein described Lot 11, by a non radial line South 87° 13' 00" East, 298.35 feet by deed, 296.29 feet by survey, to the point of beginning.

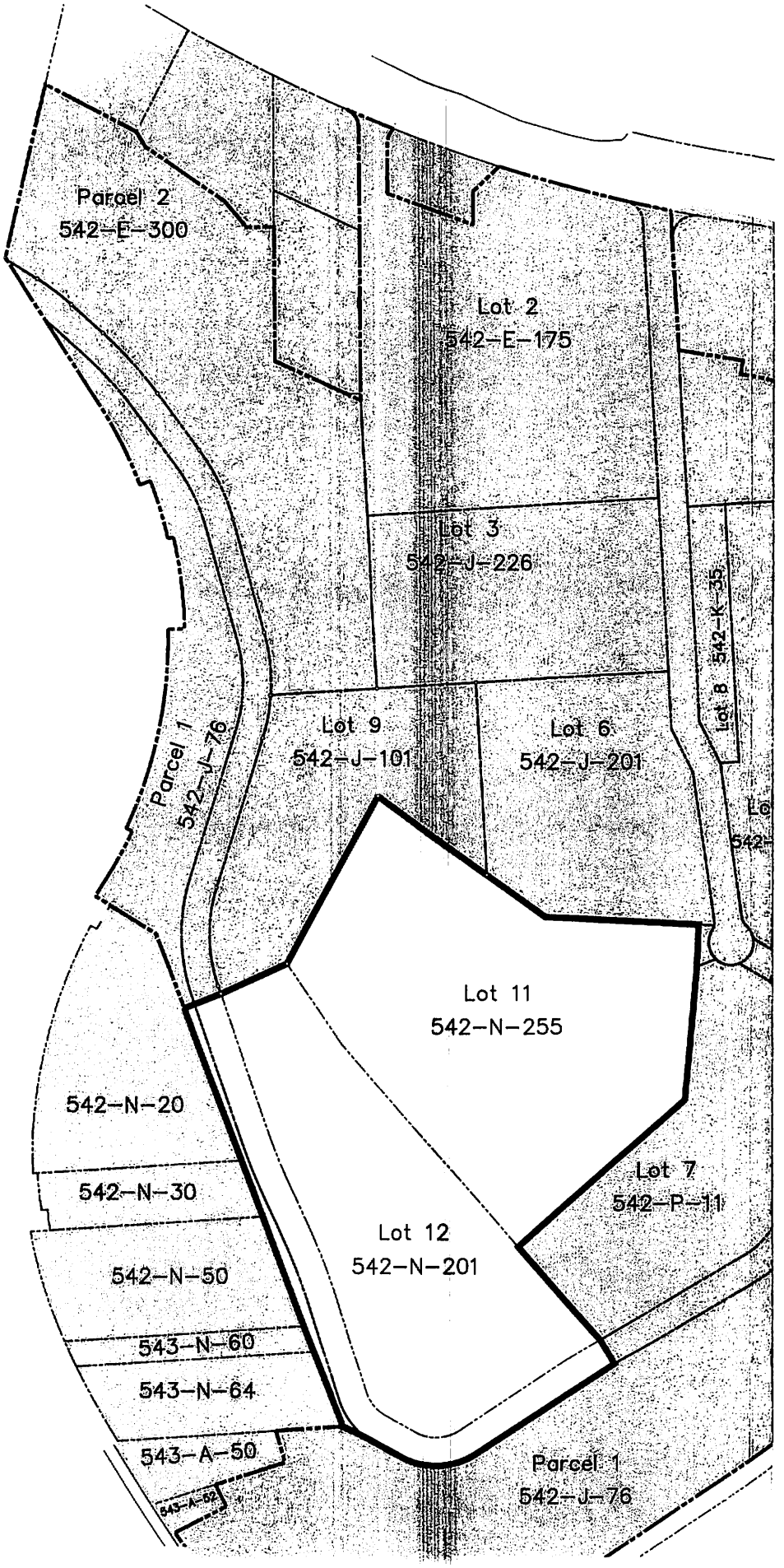
Containing 7.21 Acres.

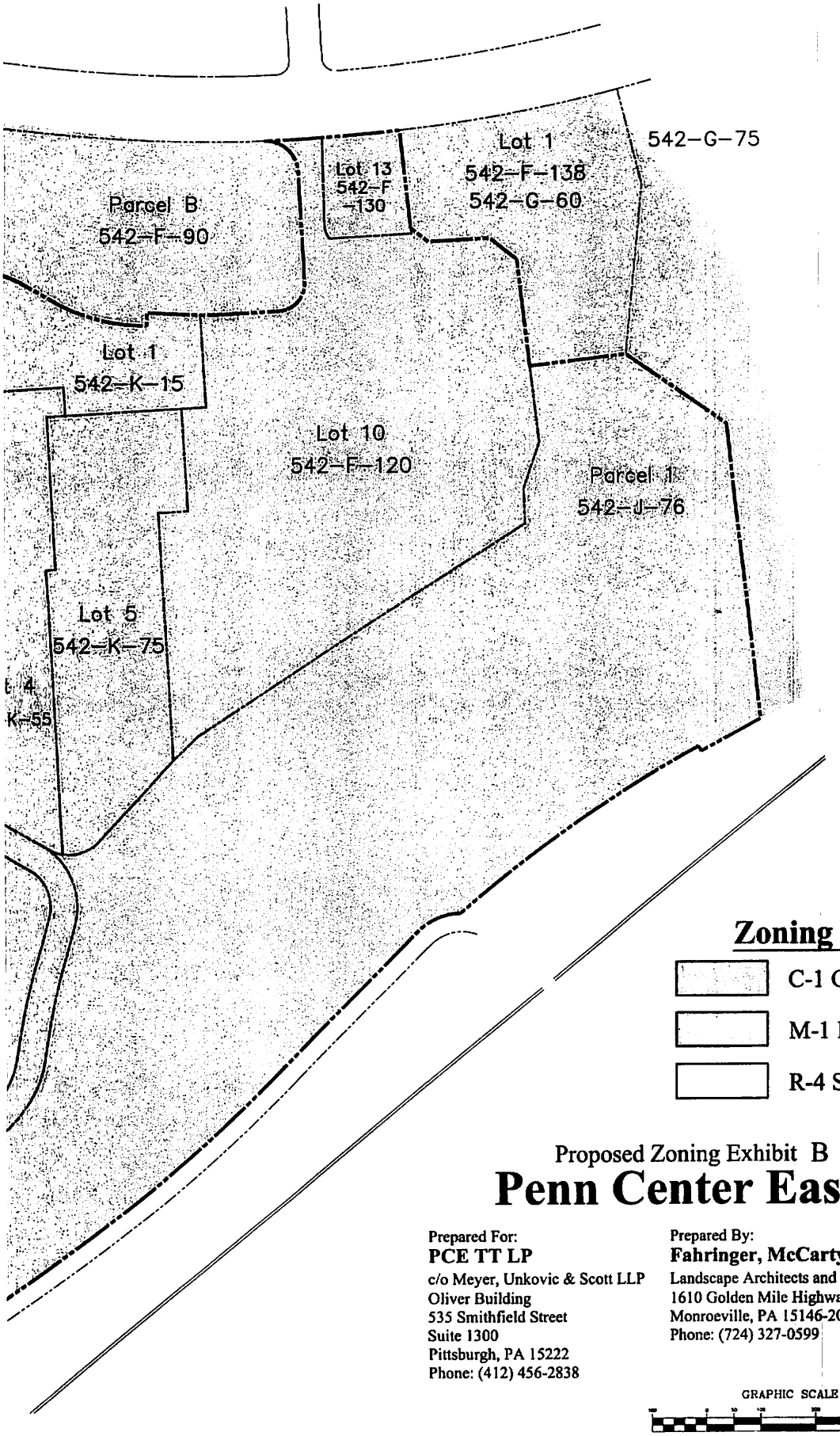
COUNTY PARCEL ID: 542-N-255

Penn Center East Plan of Lots
Lot 11 - Job No. 4389
February 29, 2012 – V.L.R.

Exhibit D

PCE LL LP, Zoning Map Amendment Exhibit


Parcel 2
542-E-300
Lot 2
542-E-175
Lot 3
542-J-226
542-K-35
Lot 8
Parcel 1
542-J-76
Lot 9
542-J-101
Lot 6
542-J-201
Lot 11
542-N-255
542-N-20
542-N-30
542-N-50
543-N-60
543-N-64
543-A-50
543-A-52
Lot 12
542-N-201
Lot 7
542-P-11
Parcel 1
542-J-76



Zoning Districts

- C-1 Commercial
- M-1 Manufacturing
- R-4 Special Residential

Proposed Zoning Exhibit B

Penn Center East

Prepared For:
PCE TT LP
c/o Meyer, Unkovic & Scott LLP
Oliver Building
535 Smithfield Street
Suite 1300
Pittsburgh, PA 15222
Phone: (412) 456-2838

Prepared By:
Fahringer, McCarty, Grey, Inc.
Landscape Architects and Engineers
1610 Golden Mile Highway
Monroeville, PA 15146-2010
Phone: (724) 327-0599

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

JOB NO. 4389-01

Township of Wilkins
Ordinance No.: 1027-2012

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DESIGNATING PENNSYLVANIA MUNICIPAL SERVICE COMPANY AS THE COLLECTOR FOR DELINQUENT (2011 TAX YEAR AND PRIOR) EARNED INCOME TAXES AND IMPOSING ON DELINQUENT TAXPAYERS THE OBLIGATION TO PAY REASONABLE COSTS INCURRED BY THE DELINQUENT TAX COLLECTOR FOR COLLECTION OF DELIQUENT TAXES, PENALTIES AND INTEREST.

WHEREAS, the Township of Wilkins ("taxing district") has appointed a collector ("Collector") to collect the delinquent Earned Income Taxes for tax years 2011 and prior on behalf of the Taxing District; and

WHEREAS, the Pennsylvania legislature recently adopted Act 192 of 2004 (hereinafter "Act 192") amending the Local Tax Enabling Act 53 P.S.§6901, et seq., to allow entities permitted to impose and collect taxes to impose "reasonable costs" on delinquent taxpayers and to permit the Collector to retain such reasonable costs; and

WHEREAS, the Taxing District desires to exercise all of its legal authority in accordance with legislative pronouncements set forth in the Local Tax Enabling Act and specifically, in Act 192 of 2004, to encourage and facilitate the collection of delinquent taxes and to eliminate the expense associated with collections by imposing reasonable costs on the delinquent taxpayer.

NOW, THEREFORE, be it ordained and enacted as follows:

FIRST: Pursuant to a contract between the parties a copy of which is attached hereto and incorporated herein as Attachment "A," the Taxing District authorizes Collector to act as its exclusive agent for purposes of collecting Delinquent (2011 Tax Year and Prior) Earned Income Taxes as well as any and all penalties, interest, record costs and Reasonable Costs (as permitted by law and defined herein) assessed and levied pursuant to all resolutions and/or ordinances respecting said taxes.

SECOND: The Taxing District hereby authorizes Collector by and through its legal counsel to appear before any district justice or any other appropriate court on behalf of the Taxing District in those cases in which Collector determines legal action would be appropriate means of collecting the delinquent Earned Income Taxes and any penalties, interest, record costs and Reasonable Costs due and owing.

THIRD: The Taxing District authorizes Collector to prepare and mail notices (hereinafter referred to as "Collection Notices") to those taxpayers owing Delinquent (2011 Tax Year and Prior) Earned Income Taxes.

FOURTH: Because (1) 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 District to approve reasonable costs ("Reasonable Costs") which may be imposed on the delinquent taxpayer, collected and retained by the delinquent tax collector; and (2), the Taxing District 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 Taxing District imposes the following Reasonable Costs on the delinquent taxpayer and authorizes the Collector to collect such Reasonable Costs directly from the delinquent taxpayer:

1.	Reconciliation Notice	WDN1	$24.00 per year
2.	Delinquent Notice	WDN2	$30.00 per year
3.	Delinquent Notice & Demand	WDN3	$32.00 per year
4.	Litigation Notice	WDLN	$34.00 per year
5.	Certified Notice	WDCT	$40.00 per year
6.	Wage Attachment	WGWA	$45.00 per year
7.	State Lists	WSTL	$20.00 per year
8.	NSF Fee		$30.00 per check
9.	Bankruptcy Claim		$50.00 per claim

10. In addition to the above schedule a sum of ten percent (10%) of Gross Collections of all Delinquent (2011 Tax Year and Prior) Earned Income Taxes.
11. For purposes of this provision, the term "Gross Collections" shall mean Delinquent (2011 Tax Year and Prior) Earned Income Taxes, including Tax principal plus accumulated penalties and interest.

Such Reasonable Costs, together with and including costs, shall be collected directly from the delinquent taxpayers in accordance with Act 192 of 2004 and all other applicable laws. The Reasonable Costs shall be Collector's sole compensation for services provided. Collector's compensation shall be contingent upon the collection of Delinquent (2011 Tax Year and Prior) Earned Income Taxes. The Reasonable Costs shall be added to the Delinquent (2011 Tax Year and Prior) Earned Income Taxes due and owing, including accumulated penalties and interest. The Taxing District shall not be responsible for payment of any Reasonable Costs to Collector. The Reasonable Costs shall apply to Delinquent (2011 Tax Year and Prior Earned Income Taxes only) and shall commence January 1, 2012.

ORDAINED AND ENACTED this 30th day of April, 2012 at a duly assembled public meeting.

ATTEST

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
PUBLIC NOTICE OF INTENT TO ADOPT
PROPOSED ORDINANCE #1027

The Board of Commissioners of the Township of Wilkins will consider adoption of the following Ordinance at a public meeting to be held on the 30th day of April 2012 at 7:00 p.m. in the Municipal Building, 110 Peffer Road, Turtle Creek, PA 15145. The complete text of the Ordinance is on file and may be inspected in the office of the Township Secretary at the aforesaid Municipal Building during normal business hours, Monday through Friday.

Following is the title and summary of the ordinance:

TITLE:

An Ordinance of the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania designating Pennsylvania Municipal Service Company as the Collector for Delinquent (2011 tax year and prior) Earned Income Taxes and imposing on delinquent taxpayers the obligation to pay reasonable costs incurred by the Delinquent Tax Collector for collection of Delinquent taxes penalties and interest.

SUMMARY:

The proposed Ordinance names Pennsylvania Municipal Service Company as the Delinquent (2011 tax year and prior) Earned Income Tax Collector for the Township of Wilkins and adopts a scheduled of reasonable costs.

TOWNSHIP OF WILKINS
Rebecca Bradley
Manager

WM4/12/12

PROOF OF PUBLICATION OF NOTICE

OATH

State of Pennsylvania
County of Allegheny } SS.

Marilyn L. Schiavoni of THE VALLEY MIRROR, in said County, being duly sworn, doth depose and say that he/she is the Managing Editor of THE VALLEY MIRROR, a weekly newspaper of general circulation, published in said County, and the Notice, of which the annexed is a copy, cut from said newspaper was printed and published in the regular edition and issue of said newspaper on the following days, viz:

On April 12, 2012

Marilyn L Schiavoni

Subscribed and sworn to before me this 12th day of April 20 12

Lois J Whiteman

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Lois J. Whiteman, Notary Public
Munhall Boro, Allegheny County
My Commission Expires Nov. 13, 2012
Member, Pennsylvania Association of Notaries

Rebecca Bradley

m: "Jen" <jen@pamunicipalservice.com>
: "Rebecca Bradley" <rbradley@wilkinstownship.com>
ent: Wednesday, July 06, 2011 3:12 PM
Attach: Wilkins Township - Agreement - Act 32 Dlq EIT Twp .doc; Wilkins Twp - Act 192 Proposed Ordinance-Resolution .doc
Subject: Delinquent Tax Collections

Good Afternoon,

We wanted to follow up with you regarding PAMS collecting your Delinquent Earned Income Taxes for the year 2011 and prior. Attached is a sample contract for your review, and also a copy of the ordinance/resolution needed to be in place for Act 192. Act 192 allows a taxing jurisdiction to approve reasonable costs which may be imposed on the delinquent taxpayer, collected and retained by the delinquent tax collector. This in turn means NO cost to you. Please contact me with any questions.

Sincerely,

Jennifer M. Lear
Sales & Marketing Manager

Pennsylvania Municipal Service Co.
336 Delaware Avenue
Oakmont PA 15139
800.828.5586

(File w/ ORD 1027)

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

Woodland Hills School District
2430 Greensburg Pike
Pittsburgh, PA 15221
Allegheny County, Pennsylvania

and

Pennsylvania Municipal Service Company
336 Delaware Ave
Oakmont, PA 15139
Allegheny County, Pennsylvania

THIS AGREEMENT, made and entered into this 5th day of DECEMBER, 2011, by and between the WOODLAND HILLS SCHOOL DISTRICT (hereafter referred to as the "DISTRICT") and PENNSYLVANIA MUNICIPAL SERVICE COMPANY, (hereafter referred to as "PA.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 DISTRICT and PA.M.S. hereby covenant and agree as follows:

FIRST: The DISTRICT designates PA.M.S. as its exclusive agent for purposes of collecting the DISTRICT'S DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES and any and all penalties, interest and costs assessed and levied pursuant to all DISTRICT'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 DISTRICT 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, and a record documenting the specific type of Collection Notices 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 DISTRICT 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 DISTRICT'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 DISTRICT 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 DISTRICT.

(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 PAMS office located in Oakmont between the hours of 9:00 AM – 5:00 PM Monday – Friday except holidays. In addition PAMS will perform all services and furnish all the necessary supervision, equipment, facilities, supplies, materials, forms, notices, bankruptcy claims and postage necessary in performance of its obligations under this Agreement.

(13) PAMS shall obtain and shall provide during the term of this Agreement a surety bond of at least one hundred thousand dollars ($100,000.00) in the name of the DISTRICT. A copy of the bond shall be provided to the DISTRICT prior to the commencement of this Agreement.

(14) Make use of all powers granted to it by the DISTRICT'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 PAMS, or any employee or agent of PAMS as a result of an audit, declaration, return, report, investigation, hearing or verification shall be confidential tax information. The DISTRICT shall not be responsible for any breach of confidentiality by PAMS, or any employee or agent of PAMS.

THIRD: Because 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. And the DISTRICT 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 DISTRICT and PA.M.S. agree as follows:

1. The DISTRICT designates PA.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 DISTRICT'S resolutions and/or ordinances.
2. The DISTRICT has adopted a Reasonable Cost of Collection resolution pursuant to Act 192 of 2004 establishing Reasonable Costs as set forth herein (hereinafter referred to as "Resolution"). 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 Resolution.
3. The Reasonable Costs approved by the DISTRICT in the Resolution shall be the sole compensation for the services provided by PA.M.S. pursuant to this Agreement. P.A.M.S.'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 Resolution will be added to the Delinquent (2011 Tax year and prior) EARNED INCOME TAXES due. The DISTRICT 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. and paid to the DISTRICT. P.A.M.S. shall thereafter provide the DISTRICT with an invoice on a monthly basis setting forth the Reasonable Costs and expenses due to P.A.M.S. from the prior month's collection. The DISTRICT shall remit payment of any undisputed amounts within sixty (60) days from the date of the invoice.

FOURTH: PA.M.S. currently maintains the tax files for the DISTRICT 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 DISTRICT'S resolutions and/or ordinances and who have not paid said tax. The DISTRICT shall provide PA.M.S. with any and all information in its possession or which it comes to possess in the future that will assist PA.M.S. in the performance of the duties hereunder.

FIFTH: The DISTRICT hereby designates and authorizes PA.M.S. to appear before any district justice or any other appropriate court on behalf of the DISTRICT in those cases in which PA.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 DISTRICT 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 DISTRICT'S resolutions and/or ordinances on which this Agreement is based the DISTRICT, by and through its Solicitor or other designated counsel, shall, at its sole cost and expense, defend any such challenge or claim.

SIXTH: The DISTRICT shall defend, indemnify and hold harmless PA.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 DISTRICT'S resolutions and/or ordinances which result from the use of erroneous information provided to PA.M.S. by the DISTRICT. PA.M.S. shall defend, indemnify and hold harmless the DISTRICT from any damages, costs or expenses that result from the acts or omissions of any employee, servant or agent of PA.M.S. in providing services on behalf of PA.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, PA.M.S. shall be notified by the DISTRICT of whether PA.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 PA.M.S. is instructed to discontinue its collection activities pending resolution of a legal challenge, the DISTRICT shall be liable to PA.M.S. for all reasonable expenses it has incurred and for any compensation due under this Agreement.

EIGHTH: The term of this Agreement shall be for a period of three years commencing

January 1, 2012 and ending December 31, 2014, at which time this Agreement will automatically terminate. In the event that PAMS defaults on any of its obligations under this Agreement, the DISTRICT shall provide written notice specifying the alleged default. In the event that PAMS does not diligently cure such default within fifteen (15) days of said notice, the DISTRICT may terminate this Agreement by forwarding written notice of termination to PAMS. If the default cannot be cured within ten (10) days of the written notice provided by the DISTRICT, the cure period may be extended at the DISTRICT's sole discretion. Obligations of the DISTRICT to PAMS shall cease as of the day of the notice of termination.

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

ATTEST: WOODLAND HILLS SCHOOL DISTRICT

Jaye A Sullivan Marilyn H. Messina

ATTEST: PENNSYLVANIA MUNICIPAL SERVICE CO.

_____ _____

SECRETARY PRESIDENT

Woodland Hills School District
Resolution 452-11
Resolution Implementing Act 192 of 2004
Concerning Collection of Earned Income Taxes

A resolution of Woodland Hills School District, designating Pennsylvania Municipal Service Company as the collector for delinquent (2011 tax year and prior) earned income taxes and imposing on delinquent taxpayers the obligation to pay reasonable costs incurred by the delinquent tax collector for collection of delinquent taxes, penalties and interest.

WHEREAS, the Woodland Hills School District ("Taxing District") has appointed a collector ("Collector") to collect the delinquent Earned Income Taxes for tax years 2011 and prior on behalf of the Taxing District; and

AND WHEREAS, the Pennsylvania legislature recently adopted Act 192 of 2004 (hereinafter "Act 192") amending the Local Tax Enabling Act 53 P.S. §6901, et. seq., to allow entities permitted to impose and collect taxes to impose "reasonable costs" on delinquent taxpayers and to permit the Collector to retain such reasonable costs; and

AND WHEREAS, the Taxing District desires to exercise all of its legal authority in accordance with legislative pronouncements set forth in the Local Tax Enabling Act and, specifically, in Act 192 of 2004, to encourage and facilitate the collection of delinquent taxes and to eliminate the expense associated with collections by imposing reasonable costs on the delinquent taxpayer.

NOW, THEREFORE, be it ordained and enacted as follows:

FIRST: The Taxing District authorizes Collector to act as its exclusive agent for purposes of collecting Delinquent (2011 Tax Year and Prior) Earned Income Taxes as well as any and all penalties, interest, record costs and Reasonable Costs (as permitted by law and defined herein) assessed and levied pursuant to all resolutions and/or ordinances respecting said taxes.

SECOND: The Taxing District hereby authorizes Collector by and through its legal counsel to appear before any district justice or any other appropriate court on behalf of the Taxing District in those cases in which Collector determines legal action would be appropriate means of collecting the delinquent Earned Income Taxes and any penalties, interest, record costs and Reasonable Costs due and owing.

THIRD: The Taxing District authorizes Collector to prepare and mail notices (hereinafter referred to as "Collection Notices") to those taxpayers owing Delinquent (2011 Tax Year and Prior) Earned Income Taxes.

FOURTH: Because (1) 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 District to approve reasonable costs ("Reasonable Costs") which may be imposed on the delinquent taxpayer, collected and retained by the delinquent tax collector; and, (2), the Taxing District 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 Taxing District imposes the following Reasonable Costs on the delinquent taxpayer and authorizes Collector to collect such Reasonable Costs directly from the delinquent taxpayer:

1.	Reconciliation Notice	WDN1	$24.00 per year
2.	Delinquent Notice	WDN2	$30.00 per year
3.	Delinquent Notice & Demand	WDN3	$32.00 per year
4.	Litigation Notice	WDLN	$34.00 per year
5.	Certified Notice	WDCT	$40.00 per year
6.	Wage Attachment	WGWA	$45.00 per year
7.	State Lists	WSTL	$20.00 per notice
8.	NSF Fee		$30.00 per check
9.	Bankruptcy Claim		$50.00 per claim

10. In addition to the above schedule a sum of ten percent (10%) of Gross Collections of all Delinquent (2011 Tax Year and Prior) Earned Income Taxes.

11. For purposes of this provision the term "Gross Collections" shall mean Delinquent (2011 Tax Year and Prior) Earned Income Taxes , including Tax principal plus accumulated penalties and interest.

Such Reasonable Costs, together with and including costs, shall be collected directly from the delinquent taxpayers in accordance with Act 192 of 2004 and all other applicable laws.
The Reasonable Costs shall be Collector's sole compensation for services provided. Collector's compensation shall be contingent upon the collection of Delinquent (2011 Tax Year and Prior) Earned Income Taxes. The Reasonable Costs shall be added to the Delinquent (2011 Tax Year and Prior) Earned Income Taxes due and owing, including accumulated penalties and interest. The Taxing District shall not be responsible for payment of any Reasonable Costs to Collector.
The Reasonable Costs shall apply to Delinquent (2011 Tax year and Prior Earned Income Taxes only and shall commence January 1, 2012.

RESOLVED AND ENACTED this 5 day of December, 2011, by the Woodland Hills Board of School Directors.

Marilyn W. Messina

Marilyn W. Messina
President, Woodland Hills Board of School Directors

ATTEST:

Joyce S. Sullivan (SEAL)

JOYCE S. SULLIVAN, Board Secretary

ADMINISTRATIVE OFFICE
2430 Greensburg Pike, Pittsburgh, PA 15221 • 412-731-1300

WOODLAND HILLS
SCHOOL DISTRICT

RECEIVED
Jul 27 2011
RB

July 25, 2011

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

Dear Mrs. Bradley:

As municipalities and school districts transition to a centralized tax collector under Act 32, the District has been in the process of evaluating where the collection of prior year earned income collection would remain.

The Administration of the Woodland Hills School District will be making a recommendation to contract with PAMS for the collection of delinquent earned income taxes for tax years 2011 and prior at the Legislative Meeting on August 17, 2011.

We wanted to notify you of our recommendation and, if you have any questions, please feel free to contact me at 412-731-1300 (Extension 0133).

Sincerely,

Joyce S. Sullivan
Board Secretary/Business Manager

cc: Dr. Walter M. Calinger

JSS/klf

WOODLAND HILLS SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EDUCATION EMPLOYER AND WILL NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, GENDER, AGE, OR HANDICAP IN ITS ACTIVITIES, PROGRAMS, OR EMPLOYMENT PRACTICES AS REQUIRED BY TITLE VI, TITLE IX AND SECTION 504.

Proposed Resolution/Ordinance Implementing Act 192 of 2004 Concerning Collection of Earned Income Taxes

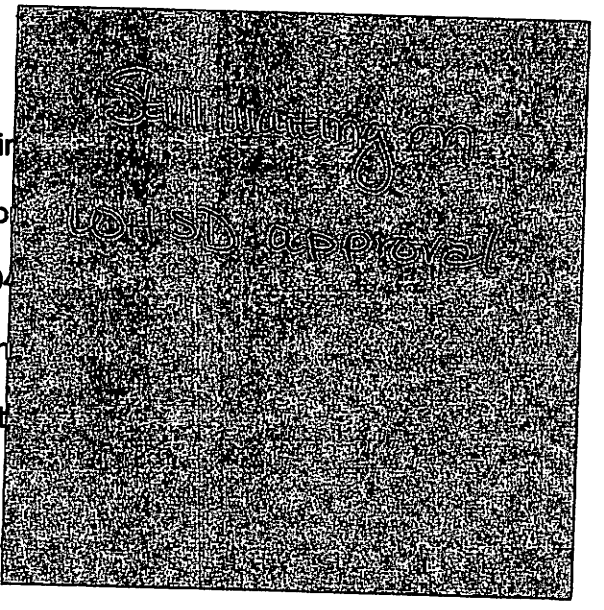
A RESOLUTION/ORDINANCE OF WILKINS TOWNSHIP, DESIGNATING PENNSYLVANIA MUNICIPAL SERVICE COMPANY AS THE COLLECTOR FOR DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES AND IMPOSING ON DELINQUENT TAXPAYERS THE OBLIGATION TO PAY REASONABLE COSTS INCURRED BY THE DELINQUENT TAX COLLECTOR FOR COLLECTION OF DELINQUENT TAXES, PENALTIES AND INTEREST.

WHEREAS, Pennsylvania Municipal Service Company has been designated as the collector of Delinquent (2011 Tax Year and Prior) Earned Income Taxes; and

AND WHEREAS, the Pennsylvania legislature recently adopted Act 192 of 2004 (hereinafter "Act 192") amending the Local Tax Enabling Act 53 P.S. §6901, et. seq., to allow entities permitted to impose and collect taxes to impose "reasonable costs" on delinquent taxpayers and to permit the delinquent tax collector to retain such reasonable costs; and

AND WHEREAS, the Township of Wilkins (Taxi
legal authority in accordance with legislative pro
Enabling Act and, specifically, in Act 192 of 200
collection of delinquent taxes and to eliminate th
by imposing reasonable costs on the delinquent

NOW, therefore, be it ordained and enacted as



FIRST: The Taxing District designates Pennsylvania Municipal Service Company as its exclusive agent for purposes of collecting Delinquent (2011 Tax Year and Prior) Earned Income Taxes as well as any and all penalties, interest and costs assessed and levied pursuant to all resolution and/or ordinances respecting said taxes, during the period of this agreement.

SECOND: The Taxing District hereby designates and authorizes Pennsylvania Municipal Service Company by and through its legal counsel to appear before any district justice or any other appropriate court on behalf of the Taxing District in those cases in which Pennsylvania Municipal Service Company determines legal action would be appropriate means of collecting the delinquent Earned Income Taxes and any penalties, interest, costs and Reasonable Costs due and owing.

THIRD: Because (1) 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 District to approve reasonable costs ("Reasonable Costs") which may be imposed on the delinquent taxpayer, collected and retained by the delinquent tax collector; and, (2), the Taxing District 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 Taxing District and Pennsylvania Municipal Service Company agree as follows:

1. The Taxing District designates Pennsylvania Municipal Service Company as its exclusive agent for purposes of collecting Delinquent (2011 Tax Year and Prior) Earned Income Taxes including all penalties, interest, costs, Reasonable Costs, attorney fees, etc. assessed and levied pursuant to the

District's resolutions and/or ordinances.

2. In addition to the compensation payable to Pennsylvania Municipal Service Company from the Taxing District the Taxing District set forth approves the following Reasonable Costs to be paid to Pennsylvania Municipal Service Company by the delinquent taxpayer:

   (a) A sum of (10%) of gross collections of all delinquent Earned Income Taxes plus delinquent costs prior to the initiation of enforced collection proceedings before the District Magistrate or other court and the amount of (25%) of gross collections on or after the initiation of enforced collection proceedings before the District Justice or any other court. Said amount shall be deemed compensation and Reasonable Costs for services rendered by Pennsylvania Municipal Service Company in the collection of delinquent Earned Income Taxes.

   (b) For purposes of this provision the term "gross collections" shall mean the original tax plus applicable penalties and interest.

   (c) In addition to the amounts set forth in paragraphs 2(a) and 2(b), any attorney's fees related to collection of delinquent taxes, interest, penalty or other charges shall be paid by the delinquent taxpayer as part of the "Reasonable Costs" to be paid to Pennsylvania Municipal Service Company by the delinquent taxpayer.

   (d) Such Reasonable Costs, together with and including costs, 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.

Ordained and enacted this _____ day of _____, 20___.

ATTEST:

_____

_____

_____

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

Wilkins Township
110 Peffer Road
Turtle Creek, PA 15145
Allegheny County, Pennsylvania

and

Pennsylvania Municipal Service Company
336 Delaware Ave
Oakmont, PA 15139
Allegheny County, Pennsylvania

THIS AGREEMENT, made and entered into this __th day of _____, ____, by and between the TOWNSHIP of WILKINS (hereafter referred to as the "TOWNSHIP") and PENNSYLVANIA MUNICIPAL SERVICE COMPANY, (hereafter referred to as "PA.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 PA.M.S. hereby covenant and agree as follows:

FIRST:The TOWNSHIP designates PA.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: PA.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) Receive all of said tax, as well as any interest and penalties levied and imposed by the resolutions and or ordinances of the TOWNSHIP with respect to said Tax.

(3) Deposit and post all payments received in an account.

(4) Submit a written report each month, prior to the TOWNSHIP'S regular monthly meetings, identifying the total amount of taxes, penalties, and interest collected pursuant to this Agreement during the preceding calendar month.

(5) 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.

(6) Maintain accurate records showing the amounts received from each delinquent taxpayer and the date any amount is received.

(7) Maintain and preserve all records required by the resolutions and/or ordinances of the TOWNSHIP.

(8) 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.

(9) 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.

(10) Perform all services and furnish all the necessary supervision, equipment, facilities, supplies, materials, forms, notices, and postage necessary in performance of its obligations under this Agreement.

(11) 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.

THIRD: There shall be no commission charged the TOWNSHIP for the services provided by PA.M.S. pursuant to this Agreement.

In addition, because 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 ("Reasonable Costs") which may be imposed on the delinquent taxpayer, collected and retained by the delinquent tax collector. And 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 PA.M.S. agree as follows:

1. The TOWNSHIP designates PA.M.S. as its exclusive agent for purposes of collecting Delinquent (2011 Tax Year and Prior) Earned Income Taxes including all penalties, interest, costs, Reasonable Costs, attorney fees, etc. assessed and levied pursuant to the TOWNSHIP'S resolutions and/or ordinances.
2. In addition to the compensation payable to PA.M.S. from the TOWNSHIP the TOWNSHIP approves the following Reasonable Costs to be paid to PA.M.S. by the

delinquent taxpayer:

(a) A sum of (10%) of gross collections of all Delinquent (2011 Tax Year and Prior) Earned Income Taxes plus delinquent costs prior to the initiation of enforced collection proceedings before the District Magistrate or other court and the amount of (25%) of gross collections on or after the initiation of enforced collection proceedings before the District Justice or any other court. Said amount shall be deemed compensation and Reasonable Costs for services rendered by PA.M.S. in the collection of Delinquent (2011 Tax Year and Prior) Earned Income Taxes.

(b) For purposes of this provision the term "gross collections" shall mean the original tax plus applicable penalties and interest.

The TOWNSHIP shall adopt an appropriate resolution and/or ordinance pursuant to Act 192 of 2004 establishing Reasonable Costs in the amounts set forth herein. 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.

FOURTH: The TOWNSHIP shall provide PA.M.S. with the names and addresses of all 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 PA.M.S. with any and all information in its possession or which it comes to possess in the future that will assist PA.M.S. in the performance of the duties hereunder.

FIFTH: The TOWNSHIP hereby designates and authorizes PA.M.S. by and through its legal counsel to appear before any district justice or any other appropriate court on behalf of the TOWNSHIP in those cases in which PA.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. 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 PA.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 TOWNSHIP'S resolutions and/or ordinances which result from the use of erroneous information provided to PA.M.S. by the TOWNSHIP. PA.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 PA.M.S. in providing services on behalf of PA.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, PA.M.S. shall be notified by the TOWNSHIP of whether PA.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 PA.M.S. is instructed to discontinue its collection activities

pending resolution of a legal challenge, the TOWNSHIP shall be liable to PA.M.S. for all reasonable expenses it has incurred and for any compensation due under this Agreement.

EIGHTH: The term of this Agreement shall be for a period of three years commencing _____, ____ and ending _____, ____. This Agreement will continue on the same terms for an additional one year period, and shall be renewed and continue thereafter until PA.M.S. or the TOWNSHIP provides written notification of termination by certified mail at least ninety (90) days prior to the expiration date of this Agreement.

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

ATTEST:	TOWNSHIP OF WILKINS
_____	_____

ATTEST:	PENNSYLVANIA MUNICIPAL SERVICE CO.
_____	_____
SECRETARY	PRESIDENT

TOWNSHIP OF WILKINS

ORDINANCE NUMBER: 1028

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ACCEPTING THE DEDICATION OF THAT CERTAIN PUBLIC STREET KNOWN AS VINESEIAN PLACE IN THE SWISS FARM PLAN OF LOTS AS A TOWNSHIP ROADWAY

WHEREAS, the application of Bellagio Real Estate, L.P. for the street known as Vineseian Place in the Swiss Farm Plan of Lots has been filed with the Township; and

WHEREAS, the engineer has reviewed and approved the application and the actual construction of Vineseian Place; and

WHEREAS, all final plans have been submitted and approved by the Township of Wilkins; and

WHEREAS, the Developer has provided to the Township, a Deed of General Warranty for all land dedicated as part of the proposed public street, together with a title insurance policy naming the township as insured by a title insurance company authorized to do business in the Commonwealth of Pennsylvania.

NOW, THEREFORE, be it ordained that the Board of Commissioners of the Township of Wilkins accept the dedication of Vineseian Place. Further, any and all financial security posted by the Developer in connection with Vineseian Place shall be released to the Developer, except as otherwise agreed upon.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of September, 2012.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia Martinelli, President

DMC

DODARO, MATTA & CAMBEST, P.C.

ATTORNEYS AT LAW

1001 Ardmore Boulevard, Suite 100
Pittsburgh, Pennsylvania 15221-5233
Tel: 412- 243-1600
Fax: 412-243-1643
E-Mail: office@law-dmc.com

August 6, 2012

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

VIA HAND DELIVERY TO TOWNSHIP MANAGER

RE: Bellagio Real Estate L P

Dear Ms. Bradley,

Enclosed please find an Original of the Bellagio Real Estate Deed of Dedication from Bellagio Real Estate in the Township of Wilkens.

If you have any questions, please feel free to contact me.

Very truly yours,

DODARO, MATTA & CAMBEST, P.C.

John H. Rushford

JHR:emc

Enclosure

j:\client docs\wilkins township\developer's agreement - vincentian place (bellagio, llc) swiss farm dairy property\orginal deed of dedication hand delivered to wilkins(8-6-12).docx

60 2012 00019678

Allegheny County
Valerie McDonald Roberts
Department of Real Estate
Pittsburgh, PA 15219

Instrument Number: 2012-19678 **BK-DE VL-14965 PG-511**

Recorded On: August 01, 2012 **As-Deed**

Parties: BELLAGIO REAL ESTATE L P

To WILKINS TOWNSHIP **# of Pages: 6**

Comment:

********** THIS IS NOT A BILL **********

Deed		80.50
Pages > 4	1	
Names > 4	0	
Total:		80.50

Realty Transfer Stamp

Affidavit Attached-Yes Stamp Num-T17006
WILKINS TP EXEMPT
Ward-99-NO WARD

Value	0.00
Commonwealth of Pennsylvania	0.00
Munic-Wilkins Twp	0.00
School District-Woodland Hills	0.00
Munic-Penalty	0.00
Munic-Interest	0.00
School-Penalty	0.00
School-Interest	0.00
	0.00

Department of Real Estate Stamp

Certified On/By-> 07-12-2012 / R B

TAKING

I hereby certify that the within and foregoing was recorded in the Department of Real Estate in Allegheny County, PA

DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT

File Information:

Document Number: 2012-19678
Receipt Number: 2148397
Recorded Date/Time: August 01, 2012 12:08:48P
Book-Vol/Pg: BK-DE VL-14965 PG-511
User / Station: M Ward - Cash Station 25

Record and Return To:

JOHN H RUSHFORD ESQ
DODAROMATTA & CAMBEST PC
1001 ARDMORE BLVD STE 100
PITTSBURGH PA 15221-5233

Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive

5 X

75281 DRE Certified
12-Jul-2012 12:03P\Int By: R B

DEED OF DEDICATION

THIS INDENTURE, made the 9TH day of July, 2012, by and between:

BELLAGIO REAL ESTATE, L.P., a Pennsylvania limited partnership (hereinafter referred to as "the Grantor")

AND

THE TOWNSHIP OF WILKINS, a township of the first class, duly organized under the laws of the Commonwealth of Pennsylvania (hereinafter referred to as "the Grantee")

WHEREAS, the Grantor owns certain land in the Township of Wilkins, County of Allegheny, Commonwealth of Pennsylvania, which land consists of one (1) parcel that includes a road and pieces of ground located in the Plan of Subdivision known as the Vineseian Place (formerly known as Vincentian Place) Plan of Lots, of record in Plan Book Volume 253, Page 122, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, as described herein; and

WHEREAS, the Grantor desires to convey fee simple title to the within-described parcel by general warranty deed to the Grantee.

WITNESSETH: that the Grantor, for and in consideration of the advantages accruing to it as well as for other considerations affecting the public welfare which it seeks to advance, has granted, bargained, sold, aliened, enfeoffed, released and confirmed and by these presents does grant, bargain, sell, alien, enfeoff, release and confirm unto the said Grantee, its successors and assigns:

ALL that certain street as shown on the Plan of Subdivision known as the Vineseian Place (formerly known as Vincentian Place) Plan of Lots of record in Plan Book Volume 253, Page 122, in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania situate in Wilkins Township, County of Allegheny, and Commonwealth of Pennsylvania, being bounded and described as follows to wit:

BEGINNING at a point on the Southerly right of way line of Vincentian Place (40 feet wide), said point also being on the Westerly right of way line of Churchill Road, (Allegheny County Road 3070-00); thence along the Southerly right of way line of Vincentian Place and by line of land now or formerly of Ernest Kuenzi, South 88° 12' 00" West, 123.68 feet to a point; thence North 02° 17' 16" West, 30.57 feet to a point; thence continuing along the Southerly right of way line of said Vencentian Place, South 87° 42' 44" West, 154.17 feet to a point; thence by a curve to the right having a radius of 165.00 feet for an arc distance of 286.12 feet (said arc having a

chord bearing and distance of North 42° 36′ 38″ West, 251.60 feet) to a point on the Westerly right of way line of aforesaid street; thence along said Westerly right of way line, North 07° 04′ 00″ East, 161.34 feet to a point; thence by a curve to the left having a radius of 25.00 feet for an arc distance of 23.18 feet (said arc having a chord bearing and distance of North 19° 29′ 54″ West, 22.36 feet) to a point; thence by a curve to the right having a radius of 50.00 feet for an arc distance of 249.81 feet (said arc having a chord bearing and distance of South 82° 56′ 00″ East, 60.00 feet) to a point on the Easterly right of way line of Vincentian Place; thence along said Easterly right of way line by curve to the left having a radius of 25.00 feet for an arc distance of 23.18 feet (said arc having a chord bearing and distance of South 33° 37′ 54″ West, 22.36 feet) to a point; thence South 07° 04′ 00″ West, 161.34 feet to a point; thence by a curve to the left having a radius of 125.00 feet for an arc distance of 216.76 feet (said arc having a chord bearing and distance of South 42° 36′ 38″ East, 190.60 feet) to a point on the Northerly right of way line of Vincentian Place; thence North 87° 42′ 44″ East, 251.45 feet to a point on line of land now or formerly of John Frankhouser, Jr.; thence along land now or formerly of said Frankhouser, by a curve to the left having a radius of 40.00 feet for an arc distance of 69.46 feet (said arc having a chord bearing and distance of North 64° 54′ 32″ West, 61.06 feet) to a point on the Westerly right of way line of Churchill Road; thence along said Westerly right of way line of said Churchill Road, South 15° 09′ 32″ West, 99.52 feet to a point, said point being at the place of beginning.

CONTAINING a total area of 40,574 square feet (0.93 acres).

And the Grantor, for itself, its successors and assigns, by these presents covenants, promises and agrees with the Grantee, its successors and assigns, to warrant GENERALLY the property conveyed herein.

NOTICE – THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE OF THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE NOT THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments if any.)

WITNESS the hands and seals of the authorized representatives of the said Grantor.

ATTEST:

Witness

BELLAGIO REAL ESTATE, L.P.

By: _____

Gary Nese, Managing Partner

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

ATTEST:

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

By: Sylvia J. Martinetti
Name:
Title:

COMMONWEATH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 16th day of July, 2012, before me, a Notary Public, the undersigned officer, personally appeared Gary Nese, Managing Partner of Bellagio Real Estate, L.P., a Pennsylvania limited partnership, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he was authorized to act on the behalf of the said Partnership and that he executed the same for the purposes therein contained.

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

Hope M Brunori
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Hope M. Brunori, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires Sep[illegible], 2014
Member, Pennsylvania Association of Notaries

CERTIFICATE OF RESIDENCE

The address for the grantees for the purpose of mailing real estate tax statements is 110 PEFFER RD. TURTLE CREEK PA 15145; and the precise residence of grantees and the place for mailing notices of assessment changes is 110 PEFFER RD TURTLE CREEK PA 15145.

Witness my hand this 9TH day of July, 2012.

Rebecca Bradley

DEED

FROM

BELLAGIO REAL ESTATE, L.P.

TO

THE TOWNSHIP OF WILKINS

MAIL TO:

John H. Rushford, Esquire
DODARO, MATTA & CAMBEST, P.C.
1001 Ardmore Boulevard
Suite 100
Pittsburgh, PA 15221-5233

REV-183 EX (04-10)

pennsylvania
DEPARTMENT OF REVENUE

Bureau of Individual Taxes
PO BOX 280603
Harrisburg, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See reverse for instructions.

RECORDER'S USE ONLY

State Tax Paid	14965
Book Number	511
Page Number	
Date Recorded	Aug 01, 2012

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) the deed is without consideration or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on family relationship or public utility easement. If more space is needed, attach additional sheets.

A. CORRESPONDENT – All inquiries may be directed to the following person:

Name	Telephone Number:
JOHN H. RUSHFORD, ESQUIRE	(412) 243-1600

Mailing Address	City	State	ZIP Code
SUITE 100, 1001 ARDMORE BOULEVARD	PITTSBURGH	PA	15221

B. TRANSFER DATA

Grantor(s)/Lessor(s)	Mailing Address	City	State	ZIP Code
BELLAGIO REAL ESTATE,L.P.				

C. Date of Acceptance of Document

Grantee(s)/Lessee(s)	Mailing Address	City	State	ZIP Code
THE TOWNSHIP OF WILKINS	110 PEFFER ROAD	TURTLE CREEK	PA	15145

07/25/2012

D. REAL ESTATE LOCATION

Street Address	City, Township, Borough
0.93 ACRES	WILKINS TOWNSHIP

County	School District	Tax Parcel Number
ALLEGHENY	WOODLAND HILLS	PBV 253 PAGE 122

E. VALUATION DATA - WAS TRANSACTION PART OF AN ASSIGNMENT OR RELOCATION? ☐ Y ☒ N

1. Actual Cash Consideration	2. Other Consideration	3. Total Consideration
0.00	+0.00	= 0.00
4. County Assessed Value	**5. Common Level Ratio Factor**	**6. Fair Market Value**
0.00	x 000	= 0.00

F. EXEMPTION DATA

1a. Amount of Exemption Claimed	1b. Percentage of Grantor's Interest in Real Estate	1c. Percentage of Grantor's Interest Conveyed
100.00	100	100

Check Appropriate Box Below for Exemption Claimed.

☐ Will or intestate succession. _____ (Name of Decedent) _____ (Estate File Number)

☐ Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)

☐ Transfer from a trust. Date of transfer into the trust _____
If trust was amended attach a copy of original and amended trust.

☐ Transfer between principal and agent/straw party. (Attach complete copy of agency/straw party agreement.)

☒ Transfers to the commonwealth, the U.S. and instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)

☐ Transfer from mortgagor to a holder of a mortgage in default. (Attach copy of mortgage and note/assignment.)

☐ Corrective or confirmatory deed. (Attach complete copy of the deed to be corrected or confirmed.)

☐ Statutory corporate consolidation, merger or division. (Attach copy of articles.)

☐ Other (Please explain exemption claimed.) _____

Under penalties of law, I declare that I have examined this statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party	Date
	07/25/12

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH REQUESTED DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

DiPAOLO & RUSSO
ATTORNEYS AT LAW
1106 FIFTH AVENUE
PITTSBURGH, PENNSYLVANIA 15219

JOSEPH DiPAOLO
SEVERIN A. RUSSO
SANDRA J. D'AMORE

TELEPHONE 412-566-2282
FAX 412-281-2821
jdipaolo@dipaolo-russo.com

August 31, 2005

Bellagio Real Estate, L.P.
One Monroeville Center
Suite 1050
Monroeville, Pennsylvania 15146

Re: Deed and Title Policy

Dear James,

Enclosed is the original deed and title policy in connection with the above caption. Please keep this policy with the other documents you received at closing.

It was a pleasure working for you and if we can be of service to you in the future, please do not hesitate to contact us.

Yours truly,

DiPAOLO & RUSSO

Brian T. Murello

Enclosure

OWNER'S POLICY OF TITLE INSURANCE

Issued by **Commonwealth Land Title Insurance Company**

LandAmerica Commonwealth

Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters.

POLICY NUMBER

A60-0636768

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Attest: Wm. Chadwick Persine Secretary

By: Janet A. Alpert President

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
   (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
   (a) created, suffered, assumed or agreed to by the insured claimant;
   (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
   (c) resulting in no loss or damage to the insured claimant;
   (d) attaching or created subsequent to Date of Policy; or
   (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
   (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
   (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
      (i) to timely record the instrument of transfer; or
      (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALL that certain lot or piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania being part of Lot No. 7 in the Churchill Estates Plan No. 2, as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Volume 40, page 180 and being bounded and described as follows, to-wit:

BEGINNING at a point at the Northeasterly corner of Lot No. 8 in said Plan; thence by a line through land of which the tract herein described was formerly a part, North 1° 50' 20" East, 214.34 feet to a pear three; thence continuing through same, North 89° 54' 30" East, 142.39 feet to a sycamore tree; thence continuing through same, North 16° 45' 10" East, 89.49 feet to a sycamore tree; thence South 8° 21' 30: East, 102.83 feet to a point on the line of the Churchill Estates Plan No. 2; thence along said Churchill Estates Plan line, South 81° 52' 20" West, 96.65 feet to a point on the line dividing Lots Nos. 6 and 7 in said plan; thence along last mentioned dividing line in a Southerly direction, 10 feet to a point; thence South 81° 52' 20" West, 91.72 feet to a point on the line dividing Lot No. 7 from Lot No. 8 in said plan; thence along said dividing line in a Northwesterly direction, 10.41 feet, more or less, to a point at the place of beginning.

Issued with Policy No.:

SCHEDULE A

Policy No.:

File No.:

Amount of Insurance: $

Premium: $

Date of Policy:

1. Name of Insured:

2. The estate or interest in the land which is covered by this policy is:

3. Title to the estate or interest in the land is vested in:

4. The land referred to in this Policy is described as follows:

SAL

Countersigned: _____

Authorized Officer or Agent

NM 1 PA 10
ALTA Owners
Schedule A
Form 1190-13

ORIGINAL

SCHEDULE B

FILE NO.

POLICY NO.

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties other than Insured in actual possession of any or all of the property.

2. Unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate and complete survey would disclose.

3. Unfiled mechanics' or materialmen's liens.

[illegible]

5. Real estate taxes for the current and prior tax years which are not yet assessed and [illegible]

[illegible] Assignee of a lease from one whose [illegible]

[illegible]

[illegible]

[illegible]

[illegible]

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A, or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. ARBITRATION

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at Consumer Affairs Department, P.O. Box 27567, Richmond, Virginia 23261-7567.

No._____ Term,_____

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss C. Mohamed, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

06 of November, 2012

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

C. Mohamed

PG Publishing Company

Sworn to and subscribed before me this day of:
November 06, 2012

Linda M. Gaertner

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda M. Gaertner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COPY OF NOTICE OR PUBLICATION

TOWNSHIP OF WILKINS
PUBLIC NOTICE OF
INTENT TO ADOPT
PROPOSED ORDINANCE
#1029

The Board of Commissioners of the Township of Wilkins will consider adoption of the following Ordinance at a public meeting to be held on the 12th day of November, 2012 at 7:00 p.m. in the Municipal Building, 110 Peffer Road, Turtle Creek, PA 15145. The complete text of the Ordinance is on file and may be inspected in the office of the Township Secretary at the aforesaid Municipal Building during normal business hours, Monday through Friday.

Following is the title and summary of the ordinance:

TITLE:

An Ordinance of the Township of Wilkins, Allegheny County, Pennsylvania, amending Ordinance Number 802, adopted October 8, 1990; as amended by Ordinance Number 869, adopted January 30, 1995 and as amended by Ordinance 964 adopted June 28, 2004 to implement updated Stormwater Management Controls as required by Federal and State regulations.

SUMMARY:

The proposed Ordinance amends the Stormwater Management section of the Subdivision and Land Development Ordinance to be in compliance with Federal and State regulations.

STATEMENT OF ADVERTISING COSTS

WILKINS TWP
Attn: Rebecca Bradley
110 PEFFER ROAD
TURTLE CREEK PA 15145

To PG Publishing Company

Total ---------- $381.30

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforsaid advertising and publication costs and certifies that the same have been fully paid.

Office
34 Boulevard of the Allies
PITTSBURGH, PA 15222
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a Newspaper of General Circulation

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

_____

Attorney For

TOWNSHIP OF WILKINS

ORDINANCE NUMBER: 1029

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING ORDINANCE NUMBER 802, ADOPTED OCTOBER 8, 1990; AS AMENDED BY ORDINANCE NUMBER 869, ADOPTED JANUARY 30, 1995 AND AS AMENDED BY ORDINANCE 964 ADOPTED JUNE 28, 2004 TO IMPLEMENT UPDATED STORMWATER MANAGEMENT CONTROLS AS REQUIRED BY FEDERAL AND STATE REGULATIONS

Section I. Ordinance Number 802, as amended by Ordinance Numbers 869 and 964 is hereby amended by rescinding therefrom Section 506 in its entirety. Ordinance Number 869 is hereby amended by rescinding therefrom Section 506-A in its entirety. Ordinance Number 964 is hereby repealed in its entirety.

Section II. Ordinance Number 802 is hereby further amended by adding thereto as Section 506 (subdivided into Section 101, et seq.,) and providing as follows:

ARTICLE I - GENERAL PROVISIONS

Section 101. Short Title
This Ordinance shall be known and may be cited as the "Township of Wilkins MS4 Stormwater Management Ordinance."

Section 102. Statement of Findings

The governing body of the Township finds that:

A. Inadequate management of accelerated runoff of stormwater resulting from development throughout a watershed increases flows and velocities, contributes to erosion and sedimentation, overtaxes the carrying capacity of streams and storm sewers, greatly increases the cost of public facilities to carry and control stormwater, undermines flood plain management and flood control efforts in downstream communities, reduces groundwater recharge, threatens public health and safety, and increases nonpoint source pollution of water resources.

B. A comprehensive program of stormwater management, including reasonable regulation of development and activities causing accelerated runoff, is fundamental to the public health, safety, and welfare and the protection of people of the Commonwealth, their resources, and the environment.

C. Stormwater is an important water resource, which provides groundwater recharge for water supplies and base flow of streams, which also protects and maintains surface water quality.

D. Federal and state regulations require certain municipalities to implement a program of stormwater controls. These municipalities are required to obtain a permit for stormwater discharges from their separate storm sewer systems under the National Pollutant Discharge Elimination System (NPDES).

Section 103. Purpose
The purpose of this Ordinance is to promote health, safety, and welfare within the Township and its watershed by minimizing the harms and maximizing the benefits described in Section 102 of this Ordinance, through provisions designed to:

A. Meet legal water quality requirements under state law, including regulations at 25 Pa. Code 93 to protect, maintain, reclaim, and restore the existing and designated uses of the waters of this Commonwealth.

B. Preserve the natural drainage systems as much as possible.

C. Manage stormwater runoff close to the source.

D. Provide procedures and performance standards for stormwater planning and management.

E. Maintain groundwater recharge to prevent degradation of surface and groundwater quality and to otherwise protect water resources.

F. Prevent scour and erosion of stream banks and streambeds.

G. Provide proper operation and maintenance of all SWM BMPs that are implemented within the Township.

H. Provide standards to meet NPDES permit requirements

Section 104. Statutory Authority

The Township also is empowered to regulate land use activities that affect runoff by the authority of the Act of July 31, 1968, P.L. 805, No. 247, The Pennsylvania Municipalities Planning Code, as amended.

Section 105. Applicability

All Regulated Activities within the Township, and all stormwater runoff entering the Township's separate storm sewer system from lands within and tributary to the Municipal boundary, including the sources of such runoff, and all activities that may affect stormwater runoff, including land development and earth disturbance activity, are subject to regulation by this Ordinance. Activities regulated by this Ordinance include, but are not limited to, the following:

A. Land Development;

B. Subdivision;

C. Construction of new or additional impervious or semi-pervious surfaces, to include driveways and parking lots, for example;

D. Construction of new buildings or additions to existing buildings;

E. Installation, maintenance, and alterations to stormwater management facilities or appurtenances thereto;

F. Any Earth Disturbances or other activities that involve the alteration or development of land, or removal of trees and vegetation in a manner that may affect post-construction stormwater runoff;

G. New earth disturbance activities on previously developed properties, which includes properties that have been graded, altered, and/or compacted, whether or not any structures have been built;

H. The demolition or partial demolition of an existing facility; however, such work required for building or site maintenance, parking lot resurfacing, roof replacement, building exterior repairs, etc., shall not constitute Regulated Activities unless deemed so by the Township;

I. Construction of new buildings or facilities in existing impervious or semi-pervious areas, including the full or partial redevelopment of existing properties.

Section 106. Repealer

The Township, with the adoption of this Ordinance, hereby repeals Section 506 and 506-A of Township Ordinance No. 802, as amended. Ordinance Number 964 and any other ordinance provision(s) or regulation of the Township inconsistent with any of the provisions of this Ordinance is hereby repealed to the extent of the inconsistency only.

Section 107. Severability

In the event that a court of competent jurisdiction declares any section or provision of this Ordinance invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance.

Section 108. Compatibility with Other Requirements

Approvals issued and actions taken under this Ordinance do not relieve the applicant of the responsibility to secure required permits or approvals for activities regulated by any other code, law, regulation, or ordinance.

Section 109. Erroneous Permit

Any permit or authorization issued or approved based on false, misleading or erroneous information provided by an applicant is void without the necessity of any proceedings for revocation. Any work undertaken or use established pursuant to such permit or other authorization is unlawful. No action may be taken by a board, agency or employee of the Township purporting to validate such a violation.

ARTICLE II – DEFINITIONS

For the purposes of this Ordinance, certain terms and words used herein shall be interpreted as follows:

A. Words used in the present tense include the future tense; the singular number includes the plural, and the plural number includes the singular; words of masculine gender include feminine gender; and words of feminine gender include masculine gender.

B. The word "includes" or "including" shall not limit the term to the specific example but is intended to extend its meaning to all other instances of like kind and character.

C. The words "shall" and "must" are mandatory; the words "may" and "should" are permissive.

ACT 167 – The Storm Water Management Act (Act of October 4, 1978, P.L. 864 No. 167; 32 P.S. § 680.1-680.17, as amended).

ACT 167 Plan – The Plan for managing stormwater runoff throughout a designated watershed, adopted by Allegheny County as required by the Pennsylvania Storm Water Management Act (Act 167). Activities in Wilkins Township are governed under the provisions of the Turtle Creek Water Act 167 Storm Water Management Plan.

Agricultural Activity – Activities associated with agriculture such as agricultural cultivation, agricultural operation, and animal heavy use areas. This includes the work of producing crops including tillage, land clearing, plowing, disking, harrowing, planting, harvesting crops or pasturing and raising of livestock and installation of conservation measures. Construction of new buildings or impervious area is not considered an agricultural activity.

Applicant – A landowner, developer, or other person who has filed an application to the Township for approval to engage in any regulated activity at a project site in the Township.

Best Management Practice (BMP) – Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from regulated activities, to meet state water quality requirements, to promote groundwater recharge, and to otherwise meet the purposes of this Ordinance. Stormwater BMPs are commonly grouped into one of two broad categories or measures: "structural" or "nonstructural." In this Ordinance, nonstructural BMPs or measures refer to operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff whereas structural BMPs or measures are those that consist of a physical device or practice that is installed to capture and treat stormwater runoff. Structural BMPs include, but are not limited to, a wide variety of practices and devices, from large-scale retention ponds and constructed wetlands, to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural stormwater BMPs are permanent appurtenances to the project site.

Conservation District – A conservation district, as defined in Section 3(c) of the Conservation District Law (3 P. S. § 851(c)) that has the authority under a delegation agreement executed with DEP to administer and enforce all or a portion of the regulations promulgated under 25 Pa. Code 102.

Design Storm – The magnitude and temporal distribution of precipitation from a storm event measured in probability of occurrence (e.g., a 5-year storm) and duration (e.g., 24 hours) used in the design and evaluation of stormwater management systems. Also see Return Period.

Detention Volume – The volume of runoff that is captured and released into the waters of this Commonwealth at a controlled rate.

DEP – The Pennsylvania Department of Environmental Protection.

Development Site (Site) – See Project Site.

Disturbed Area – An unstabilized land area where an earth disturbance activity is occurring or has occurred.

Drainage System – All facilities and natural features used for the movement of stormwater through and from a drainage area, including, but not limited to, any and all of the following; conduits, pipes and appurtenant features, channels, ditches, culverts, streets, swales, and gutters, as well as all watercourses, water bodies, and wetlands.

Earth Disturbance Activity – A construction or other human activity which disturbs the surface of the land, including, but not limited to: clearing and grubbing; grading; excavations; embankments; road maintenance; building construction; and the moving, depositing, stockpiling, or storing of soil, rock, or earth materials.

Erosion – The natural process by which the surface of the land is worn away by water, wind, or chemical action.

Existing Condition – The dominant land cover during the 5-year period immediately preceding a proposed regulated activity.

FEMA – Federal Emergency Management Agency.

Floodplain – Any land area susceptible to inundation by water from any natural source or delineated by applicable FEMA maps and studies as being a special flood hazard area. Also includes areas that comprise Group 13 Soils, as listed in Appendix A of the Pennsylvania DEP Technical Manual for Sewage Enforcement Officers (as amended or replaced from time to time by DEP).

Floodway – The channel of the watercourse and those portions of the adjoining floodplains that are reasonably required to carry and discharge the 100-year flood. Unless otherwise specified, the boundary of the floodway is as indicated on maps and flood insurance studies provided by FEMA. In an area where no FEMA maps or studies have defined the boundary of the 100-year floodway, it is assumed--absent evidence to the contrary--that the floodway extends from the stream to 50 feet from the top of the bank of the stream.

Forest Management/Timber Operations – Planning and activities necessary for the management of forestland. These include conducting a timber inventory, preparation of forest management plans, silvicultural treatment, cutting budgets, logging road design and construction, timber harvesting, site preparation, and reforestation.

Hydrologic Soil Group (HSG) – Infiltration rates of soils vary widely and are affected by subsurface permeability as well as surface intake rates. Soils are classified into four HSGs (A, B, C, and D) according to their minimum infiltration rate, which is obtained for bare soil after prolonged wetting. The NRCS defines the four groups and provides a list of most of the soils in the United States and their group classification. The soils in the area of the development site may be identified from a soil survey report that can be obtained from local NRCS offices or conservation district offices. Soils become less pervious as the HSG varies from A to D (NRCS [3,4]).

Impervious Surface (Impervious Area) – A surface that prevents the infiltration of water into the ground. Impervious surfaces (or areas) shall include, but not be limited to: roofs; additional indoor living spaces, patios, garages, storage sheds and similar structures; and any new streets or sidewalks. Decks, parking areas, and driveway areas are not counted as impervious areas if they do not prevent infiltration.

Karst – A type of topography or landscape characterized by surface depressions, sinkholes, rock pinnacles/uneven bedrock surface, underground drainage, and caves. Karst is formed on carbonate rocks, such as limestone or dolomite.

Land Development (Development) – Inclusive of any or all of the following meanings: (i) the improvement of one lot or two or more contiguous lots, tracts, or parcels of land for any purpose involving (a) a group of two or more buildings or (b) the division or allocation of land or space

between or among two or more existing or prospective occupants by means of, or for the purpose of streets, common areas, leaseholds, condominiums, building groups, or other features; (ii) any subdivision of land; (iii) development in accordance with Section 503(1.1) of the PA Municipalities Planning Code.

Municipality – Township of Wilkins, Allegheny County, Pennsylvania.

MS4 – Municipal Separate Storm Sewer System.

NRCS – USDA Natural Resources Conservation Service (previously SCS).

Peak Discharge – The maximum rate of stormwater runoff from a specific storm event.

Pervious Area – Any area not defined as impervious.

Project Site – The specific area of land where any regulated activities in the Township are planned, conducted, or maintained.

Qualified Professional – Any person licensed by the Pennsylvania Department of State or otherwise qualified by law to perform the work required by this Ordinance.

Regulated Activities – Any earth disturbance activities or any activities that involve the alteration or development of land in a manner that may affect stormwater runoff.

Regulated Earth Disturbance Activity – Activity involving earth disturbance subject to regulation under 25 Pa. Code 92, 25 Pa. Code 102, or the Clean Streams Law.

Retention Volume/Removed Runoff – The volume of runoff that is captured and not released directly into the surface waters of this Commonwealth during or after a storm event.
Return Period – The average interval, in years, within which a storm event of a given magnitude can be expected to occur one time. For example, the 25-year return period rainfall would be expected to occur on average once every 25 years; or stated in another way, the probability of a 25-year storm occurring in any one year is 0.04 (i.e., a 4% chance).

Runoff – Any part of precipitation that flows over the land.

Sediment – Soils or other materials transported by surface water as a product of erosion.

State Water Quality Requirements – The regulatory requirements to protect, maintain, reclaim, and restore water quality under Title 25 of the Pennsylvania Code and the Clean Streams Law.

Stormwater – Drainage runoff from the surface of the land resulting from precipitation or snow or ice melt.

Stormwater Management Facility – Any structure, natural or man-made, that, due to its condition, design, or construction, conveys, stores, or otherwise affects stormwater runoff. Typical stormwater management facilities include, but are not limited to: detention and retention basins; open channels; storm sewers; pipes; and infiltration facilities.

Stormwater Management Best Management Practices – Is abbreviated as **BMPs** or **SWM BMPs** throughout this Ordinance.

Stormwater Management Site Plan – The plan prepared by the developer or his representative indicating how stormwater runoff will be managed at the development site in accordance with this Ordinance. **Stormwater Management Site Plan** will be designated as **SWM Site Plan** throughout this Ordinance.

Subdivision – As defined in The Pennsylvania Municipalities Planning Code, Act of July 31, 1968, P.L. 805, No. 247.

USDA – United States Department of Agriculture.

Waters of this Commonwealth – Any and all rivers, streams, creeks, rivulets, impoundments, ditches, watercourses, storm sewers, lakes, dammed water, wetlands, ponds, springs, and all other bodies or channels of conveyance of surface and underground water, or parts thereof, whether natural or artificial, within or on the boundaries of this Commonwealth.

Watershed – Region or area drained by a river, watercourse, or other surface water of this Commonwealth.

Wetland – Areas that are inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions, including swamps, marshes, bogs, and similar areas.

ARTICLE III – STORMWATER MANAGEMENT STANDARDS

Section 301. General Requirements

A. For all regulated activities, unless preparation of an SWM Site Plan is specifically exempted in Section 302:

1. Preparation and implementation of an approved SWM Site Plan is required.

2. No regulated activities shall commence until the Township issues written approval of an SWM Site Plan, which demonstrates compliance with the requirements of this Ordinance.

B. SWM Site Plans approved by the Township, in accordance with Section 406, shall be on site throughout the duration of the regulated activity.

C. The Township may, after consultation with DEP, approve measures for meeting the state water quality requirements other than those in this Ordinance, provided that they meet the minimum requirements of, and do not conflict with, state law including, but not limited to, the Clean Streams Law.

D. For all regulated earth disturbance activities, erosion and sediment control BMPs shall be designed, implemented, operated, and maintained during the regulated earth disturbance activities (e.g., during construction) to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code and the Clean Streams Law. Various BMPs and their design standards are listed in the *Erosion and Sediment Pollution Control Program Manual* (E&S Manual)[2], No. 363-2134-008 (April 15, 2000), as amended and updated.

E. Impervious areas:

1. The measurement of impervious areas shall include all of the impervious areas in the total proposed development even if development is to take place in stages.

2. For development taking place in stages, the entire development plan must be used in determining conformance with this Ordinance.

3. For projects that add impervious area to a parcel, the total impervious area on the parcel is subject to the requirements of this Ordinance.

F. Stormwater flows onto adjacent property shall not be created, increased, decreased, relocated, or otherwise altered without written notification of the adjacent property owner(s) by the developer. Such stormwater flows shall be subject to the requirements of this Ordinance.

G. All regulated activities shall include such measures as necessary to:

1. Protect health, safety, and property;

2. Meet the water quality goals of this Ordinance by implementing measures to:

a. Minimize disturbance to floodplains, wetlands, and wooded areas.

b. Maintain or extend riparian buffers.

c. Avoid erosive flow conditions in natural flow pathways.

d. Minimize thermal impacts to waters of this Commonwealth.

e. Disconnect impervious surfaces by directing runoff to pervious areas, wherever possible.

3. To the maximum extent practicable, incorporate the techniques for Low Impact Development Practices described in the *Pennsylvania Stormwater Best Management Practices Manual* (BMP Manual)[1].

H. The design of all facilities over karst shall include an evaluation of measures to minimize adverse effects.

I. Infiltration BMPs should be spread out, made as shallow as practicable, and located to maximize use of natural on-site infiltration features while still meeting the other requirements of this Ordinance.

J. Normally dry, open top, storage facilities should completely drain both the volume control and rate control capacities over a period of time not less than 24 and not more than 72 hours from the end of the design storm.

K. The design storm volumes to be used in the analysis of peak rates of discharge shall be as follows:

1.	1-Yr, 24-Hr Storm	–	2.00 inches
2.	2-Yr, 24-Hr Storm	–	2.50 inches
3.	10-Yr, 24-Hr Storm	–	3.61 inches
4.	25-Yr, 24-Hr Storm	–	4.31 inches
5.	100-Yr, 24-Hr Storm	–	5.71 inches

Other storm volumes and intensities should be obtained from the Precipitation-Frequency Atlas of the United States, Atlas 14, Volume 2, Version 3.0, U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Weather Service, Hydrometeorological Design Studies Center, Silver Spring, Maryland. NOAA's Atlas 14[5] can be accessed at: http://hdsc.nws.noaa.gov/hdsc/pfds/.

L. For all regulated activities, SWM BMPs shall be designed, implemented, operated, and maintained to meet the purposes and requirements of this Ordinance and to meet all requirements under Title 25 of the Pennsylvania Code, the Clean Streams Law, and the Storm Water Management Act.

M. Various BMPs and their design standards are listed in the BMP Manual[1], subject to any requirements of this Ordinance.

Section 302. Exemptions

Some activities may be exempted from the full requirements of this Ordinance as detailed below. Unless specifically noted as automatic, exemption requests must be submitted to and approved by the Township. Any exemption granted shall apply only to the portions of this Ordinance specifically noted. All other stormwater management design elements, such as a storm sewer system, culverts, erosion and sedimentation controls, etc., shall still be required.

A. There shall be no exemptions for activities resulting in earth disturbance exceeding 1 acre.

B. Activities that do not require a Site Plan or Land Development Plan approval from the Township may be exempt, subject to the review of the exemption request by the Township.

C. Individual detached single-family homes that are not part of an existing or planned subdivision with an approved SWM Site Plan shall be exempt from the requirement to submit a complete SWM Site Plan.

D. The subdivision of one single-family detached residential lot into two such lots, or a subdivision including only the revision of the lot line(s) between two such lots, shall be exempt from the requirement to submit a complete SWM Site Plan. Should the Township suspect that repeated such subdivisions are being used to circumvent the planning requirement, the Township reserves the right to revoke the exemption.

E. The work required to return a property to its previous condition following a loss resulting from an act of nature, fire, or accident, etc., shall be exempt from the requirement to submit a complete SWM Site Plan.

F. Emergency maintenance work performed for the protection of public health, safety, and welfare may be exempted from the requirements in this Ordinance to obtain approval for a SWM Site Plan prior to the commencement of the activity. A written description of the scope and extent of such work shall be submitted to the Township within two (2) calendar days of the commencement of the activity. If the Township deems that the work does not constitute an emergency, then the work shall cease immediately and not resume until a SWM Site Plan is submitted to and approved by the Township. The purpose of this exemption is to allow emergency work to proceed immediately only. All work must otherwise comply with all applicable provisions of this Ordinance.

G. Maintenance work performed on an existing stormwater management facility that was installed in accordance with plans and specifications approved by the Township may be exempted from the requirements of this Ordinance. The facility owner shall notify the Township a minimum of three (3) working days in advance, with such notice to include a description of the work to be performed. All work should be completed in accordance with the approved Operation and Maintenance Plan for the facility and shall only be performed to bring the facility back into conformance with the original approved Plan. Any work that would alter the configuration, capacities, or operation of the facility must be submitted to the Township for approval.

H. Activities related solely to property maintenance, such as resurfacing an existing parking lot, replacement of existing sidewalks, roof replacement, building exterior repairs, etc., shall be automatically exempt from the requirements of this Ordinance if no additional impervious area is added as a result of the activities.

I. The use of land for home gardening for home consumption shall be automatically exempt from the requirements of this Ordinance.

J. Agricultural activity is exempt from the SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 Pa. Code 102.

K. Forest management and timber operations are exempt from the SWM Site Plan preparation requirements of this Ordinance provided the activities are performed according to the requirements of 25 Pa. Code 102.

L. Exemptions from any provisions of this Ordinance shall not relieve the applicant from the requirements in Sections 301.D. through K.

M. The following activities may be exempt from the requirements to submit a complete SWM Site Plan and/or control the peak runoff volumes and rates, but shall not be exempt from the water quality treatment requirements of this Ordinance. In all cases, appropriate stormwater quality BMPs must be implemented on the site. The Applicant shall submit a Narrative describing the proposed use of BMPs on the site, including any calculations or justification for their selection, as well as the Operation and Maintenance Plan and Agreement for the facilities. Exemptions will not be granted if the activity is found to contribute pollution to the Waters of the Commonwealth, or if the runoff from the activity impacts an adjacent property:

1. Minor Impact Activities

a. This shall apply to an activity not classified as a single-family detached home on a single lot.

b. An activity shall be classified as a "minor impact" if it involves less than 2,000 square feet (< 2,000 square feet) of impervious area, to include both newly created impervious area and any reconfiguration of existing impervious area, AND results in a total earth disturbance of less than 5,000 square feet (< 5,000 square feet).

c. This exemption can only be applied once for each parcel. Subsequent, or phased, regulated activities on the same or contiguous properties which result in an overall total of 2,000 square feet or greater (≥ 2,000 square feet) of impervious surface, or 5,000 square feet or greater (> 5,000 square feet) of earth disturbance shall be subject to the full requirements of this Ordinance.

d. The area of any existing impervious surfaces that may be permanently replaced with pervious surfaces on a project site may NOT be deducted from

the area of impervious surface created/reconfigured to qualify for this exemption.

2. Vertical Extensions

a. This shall apply to an activity not classified as a single-family detached home on a single lot.

b. Such activities must involve ONLY the vertical extension of a structure or portions thereof, with an addition of the same size and shape as the structure or portion thereof directly beneath the addition, and which require no earth disturbance activities other for the construction of said addition.

N. The Township may deny or revoke any exemption pursuant to this Section at any time for any project that the Township believes may pose a threat to public health and safety or the environment.

Section 303. Volume Controls

The low impact development practices provided in the BMP Manual[1] shall be utilized for all regulated activities to the maximum extent practicable. Water volume controls shall be implemented using the *Design Storm Method* in Subsection A or the *Simplified Method* in Subsection B below. For regulated activity areas equal or less than 1 acre that do not require hydrologic routing to design the stormwater facilities, this Ordinance establishes no preference for either methodology; therefore, the applicant may select either methodology on the basis of economic considerations, the intrinsic limitations on applicability of the analytical procedures associated with each methodology, and other factors.

A. The *Design Storm Method* (CG-1 in the BMP Manual[1]) is applicable to any size of regulated activity. This method requires detailed modeling based on site conditions.

1. Do not increase the postdevelopment total runoff volume for all storms equal to or less than the 2-year 24-hour duration precipitation.

2. For modeling purposes:

a. Existing (predevelopment) nonforested pervious areas must be considered meadow in good condition.

b. 20% of existing impervious area, when present, shall be considered meadow in good condition in the model for existing conditions.

B. The *Simplified Method* (CG-2 in the BMP Manual[1]) provided below is independent of site conditions and should be used if the *Design Storm Method* is not followed. This method is not applicable to regulated activities greater than 1 acre or for projects that require design of stormwater storage facilities. For new impervious surfaces:

1. Stormwater facilities shall capture at least the first 2 inches of runoff from all new impervious surfaces.

2. At least the first 1 inch of runoff from new impervious surfaces shall be permanently removed from the runoff flow--i.e., it shall not be released into the surface waters of this Commonwealth. Removal options include reuse, evaporation, transpiration, and infiltration.

3. Wherever possible, infiltration facilities should be designed to accommodate infiltration of the entire permanently removed runoff; however, in all cases at least the first 0.5 inch of the permanently removed runoff should be infiltrated.

4. This method is exempt from the requirements of Section 304, Rate Controls.

Section 304. Rate Controls

A. Areas covered by a release rate map from the Turtle Creek Watershed Act 167 Stormwater Management Plan:
For the 1-, 2-, 5-, 10-, 25-, and 100-year storms, the postdevelopment peak discharge rates will follow the applicable approved release rate maps. For any areas not shown on the release rate maps, the postdevelopment discharge rates shall not exceed the predevelopment discharge rates.

ARTICLE IV - STORMWATER MANAGEMENT (SWM) SITE PLAN REQUIREMENTS

Section 401. Plan Requirements

For all Regulated Activities not eligible for exemptions pursuant to this Ordinance, the Applicant shall submit a Stormwater Management (SWM) Site Plan and report prepared and sealed by a Professional Engineer or Landscape Architect licensed in the Commonwealth of Pennsylvania.

A. Appropriate sections from the Wilkins Township Subdivision and Land Development Ordinance, and other applicable ordinances, shall be followed in preparing the SWM Site Plans. These include, but are not limited to the requirements relating to mapping and Plan preparation and submittal.

B. The Township shall not approve any SWM Site Plan that is deficient in meeting the requirements of this Ordinance. At its sole discretion and in accordance with this Article, when a SWM Site Plan is found to be deficient, the Township may either disapprove the submission and require a resubmission, or in the case of minor deficiencies, the Township may accept submission of modifications.

C. Provisions for permanent access or maintenance easements must be made for all physical SWM BMPs, such as ponds and infiltration structures, as necessary to implement the Operation and Maintenance (O&M) Plan discussed in Item E.9 below. All such easements and access points shall be clearly delineated in the SWM Site Plan.

D. The following signature block shall be included in the SWM Site Plan:

"The Wilkins Township Municipal Engineer, on this date (date of signature), has reviewed and hereby certifies that the SWM Site Plan meets all design standards and criteria of Municipal Ordinance No. (number assigned to the Ordinance)."

E. The SWM Site Plan shall provide the following information:

1. The overall stormwater management concept for the project.

   a. A grading plan, indicating all areas of earth disturbance for the proposed activity.

   b. A listing of all permits and other authorizations that will be required for the project, including the status of permit applications and approvals.

2. A determination of site conditions in accordance with the BMP Manual[1]. A detailed site evaluation shall be completed for projects proposed in areas of carbonate geology or karst topography, and other environmentally sensitive areas, such as brownfields.

   a. Hydrologic (watershed) and water feature boundaries, including all areas flowing to the proposed project, existing streams, springs, lakes, ponds, or other bodies of water within the project area.

   b. Existing and proposed topographical information with contours and elevations.

   c. Locations of existing standing water, seepage, wetlands, and hydrologically sensitive areas.

   d. 100-year flood elevations for any floodplains on or within 100 feet of the property.

   e. Existing and proposed ground cover and land use. The total area of and percent impervious cover shall be noted.

   f. Wetlands delineation report, if required.

3. Stormwater runoff design computations and documentation as specified in this Ordinance, or as otherwise necessary to demonstrate that the maximum practicable measures have been taken to meet the requirements of this Ordinance, including the recommendations and general requirements in Section 301.

   a. Complete delineation of the flow paths used for calculating the time of concentration for the pre-developed and post-developed conditions.

b. The design professional's selection of a specific runoff calculation method shall be based on the suitability of the method for the given project site conditions with due consideration to the limitations of the method chosen. The Municipal Engineer reserves the right to stipulate the runoff calculation method for any project site.

4. A Plan of the proposed stormwater drainage system, stormwater management practices to be applied both during and after construction, and the expected project time schedule.

   a. Where practicable, storm sewers shall be designed to traverse under seeded and planted areas. If constructed within ten (10) feet of roads, sidewalks, or other paved surfaces, storm sewers shall be installed within the narrowest trench possible and backfilled with select material to prevent surface settlement.

   b. Storm sewers shall be designed with a concrete cradle when traversing fill areas of questionable stability.

   c. Storm sewers shall be designed with pipe anchors when the pipe slope exceeds twenty (20) percent.

   d. The minimum storm sewer size shall be fifteen (15) inches in diameter.

   e. Pipe material, trenching, bedding, and backfilling requirements shall conform to the requirements of the Municipal Engineer and/or applicable sections of PennDOT Publication 48.

   f. Storm sewers shall be either reinforced concrete or high density polyethylene (HDPE) pipe, subject to cover requirements and the approval of the Municipal Engineer.

   g. Collection/conveyance facilities should not be installed parallel or close to the top or bottom of an embankment to avoid the possibility of failure of the facility or the embankment.

   h. All collection/conveyance facilities shall be designed to convey the twenty-five (25) year frequency storm peak flow rate and carry it to the nearest suitable outlet. The conveyance capacities of any downstream facilities to which this flow is tributary must be verified.

5. A soil erosion and sediment control plan, where applicable, as prepared for and submitted to the Allegheny County Conservation District.

6. The effect of the project (in terms of runoff volumes, water quality, and peak flows) on surrounding properties and aquatic features and on any existing stormwater conveyance system that may be affected by the project.

7. Plan and profile drawings of all SWM BMPs, including drainage structures, pipes, open channels, and swales.

   a. For any sites with existing stormwater management facilities or BMPs, the nature and condition of such facilities must be discussed in the SWM Site Plan Narrative. If the existing facilities are proposed to remain intact and function as all or part of the facilities required for the project, the following information must be included in the SWM Site Plan:

      1) Inspections and/or certifications that the existing facilities are sized and capable of operating as required, including:

         i. Surveys of all pertinent elevations associated with the facility, including but not limited to inverts or channel bottoms, outlet controls, embankments, and receiving streams or structures;

         ii. Internal conditions of all underground pipes and structures, including the use of photographs or video for documentation;

         iii. Design calculations from the facilities' original construction, if available;

iv. Operation and maintenance records, if available.

2) Plans and descriptions of any alterations proposed for the facilities.

3) Runoff and design calculations.

b. If proposing infiltration BMPs, the Applicant shall consider the following:

1) Permeability and infiltration rate of the site soils.

2) Slope and depth to bedrock.

3) Seasonal high water table.
4) Proximity to building foundations and well heads.

5) Erodibility of soils.

6) Land availability and topography.

7) Slope stability.

8) Effects on nearby properties and structures.

c. A detailed soils evaluation of the project site must be performed to determine the suitability of infiltration BMPs. The evaluation shall be performed by a qualified professional.

d. If proposing underground detention facilities, the design must incorporate appropriate access features and means to inspect, maintain, and ensure the proper operation of the facilities and their ability to control discharge rates to the levels mandated in the SWM Site Plan.

e. The design of BMPs incorporating embankments must be completed and sealed by a Professional Engineer with relevant experience licensed in the Commonwealth of Pennsylvania.

f. Detention facilities and impoundments must provide a total storage volume allowance equal to 110% of the maximum required 100-year storm storage volume to allow for the accumulation of sediment. Appropriate means of access and the ability to maintain the BMP shall be incorporated into the design.

g. Detention facilities must include an emergency "spillway" or outlet configuration sized and located to permit the safe passage of stormwater flows from the unattenuated 100-year postdevelopment storm with one (1) foot of freeboard, and assuming that all other facility outlets are clogged or otherwise out of service.

h. All ground surface, open detention facilities, BMPs. or other facilities where water depths could exceed twenty-four (24) inches, must incorporate fencing in accordance with § 152-5 of the Township Code.

h. Water quality inlets shall be utilized in parking areas and/or loading areas that discharge to stormwater management systems. At least one water quality inlet shall be installed on any project proposing storm inlets, with no less than one (1) installed for each acre of drainage area. The purpose of such inlets is to remove oil, grease, heavy particulates, total suspended solids, hydrocarbons, and other floating substances from stormwater runoff. Methods other than water quality inlets may be permitted if the Applicant demonstrates to the Township's satisfaction that any such alternative will be as effective and as easily maintained. Periodic cleaning of these systems shall be addressed in the Operation and Maintenance Plan for the facility.

8. The SWM Site Plan shall show the locations of existing and proposed on-lot wastewater facilities and water supply wells.

9. The SWM Site Plan shall include an O&M Plan for all existing and proposed physical stormwater management facilities. This plan shall address long-term ownership and responsibilities for O&M as well as schedules and costs for O&M activities.

Section 402. Plan Submission

A. The Applicant shall submit twelve (12) copies of the SWM Site Plan as follows:

1. Nine (9) copies to the Township of Wilkins.

2. One (1) copy to the Wilkins Township municipal engineer.

3. One (1) copy to the Allegheny County Conservation District.

4. One (1) copy to the Allegheny County Economic Development Department.

B. Additional copies shall be submitted as requested by the Township or DEP.

Section 403. Plan Review

A. SWM Site Plans shall be reviewed by the Township for consistency with the provisions of this Ordinance.

B. The Township shall notify the applicant in writing within 45 days whether the SWM Site Plan is approved or disapproved. If the SWM Site Plan involves a Subdivision and Land Development Plan, the notification shall occur within the time period allowed by the Municipalities Planning Code (90 days). If a longer notification period is provided by other statute, regulation, or ordinance, the applicant will be so notified by the Township.

C. If the Township disapproves the SWM Site Plan, the Township will state the reasons for the disapproval in writing. The Township also may approve the SWM Site Plan with conditions and, if so, shall provide the acceptable conditions for approval in writing.

Section 404. Modification of Plans

A modification to a submitted SWM Site Plan that involves a change in SWM BMPs or techniques, or that involves the relocation or redesign of SWM BMPs, or that is necessary because soil or other conditions are not as stated on the SWM Site Plan as determined by the Township shall require a resubmission of the modified SWM Site Plan in accordance with this Article.

Section 405. Resubmission of Disapproved SWM Site Plans

A disapproved SWM Site Plan may be resubmitted, with the revisions addressing the Township's concerns, to the Township in accordance with this Article. The applicable review fee must accompany a resubmission of a disapproved SWM Site Plan.

Section 406. Authorization to Construct and Term of Validity

The Township's approval of an SWM Site Plan authorizes the regulated activities contained in the SWM Site Plan for a maximum term of validity of 5 years following the date of approval. The Township may specify a term of validity shorter than 5 years in the approval for any specific SWM Site Plan. Terms of validity shall commence on the date the Township signs the approval for an SWM Site Plan. If an approved SWM Site Plan is not completed according to Section 407 within the term of validity, then the Township may consider the SWM Site Plan disapproved and may revoke any and all permits. SWM Site Plans that are considered disapproved by the Township shall be resubmitted in accordance with Section 405 of this Ordinance.

Section 407. As-Built Plans, Completion Certificate, and Final Inspection

A. The developer shall be responsible for providing as-built plans of all SWM BMPs included in the approved SWM Site Plan. The as-built plans and an explanation of any discrepancies with the construction plans shall be submitted to the Township.

B. The as-built submission shall include a certification of completion signed by a Professional Engineer licensed in the Commonwealth of Pennsylvania verifying that all permanent SWM BMPs have been constructed according to the approved plans and specifications.

C. After receipt of the completion certification by the Township, the Township may conduct a final inspection.

ARTICLE V - OPERATION AND MAINTENANCE

Section 501. Responsibilities of Developers and Landowners

A. The Township shall make the final determination on the continuing maintenance responsibilities prior to final approval of the SWM Site Plan. The Township may require a dedication of such facilities as part of the requirements for approval of the SWM Site Plan. Such a requirement is not an indication that the Township will accept the facilities. The Township reserves the right to accept or reject the ownership and operating responsibility for any portion of the stormwater management controls.

B. Facilities, areas, or structures used as Stormwater Management BMPs shall be enumerated as permanent real estate appurtenances and recorded as deed restrictions or conservation easements that run with the land.

C. The O&M Plan shall be recorded as a restrictive deed covenant that runs with the land.

D. The Township may take enforcement actions against an owner for any failure to satisfy the provisions of this Article.

Section 502. Operation and Maintenance Agreements

A. Prior to final approval of the SWM Site Plan, the property owner shall sign and record an Operation and Maintenance (O&M) Agreement (see Appendix A) covering all stormwater control facilities which are to be privately owned.

   1. The owner, successor and assigns shall maintain all facilities in accordance with the approved maintenance schedule in the O&M Plan.

   2. The owner shall convey to the Township conservation easements to assure access for periodic inspections by the Township and maintenance, as necessary.

   3. The owner shall keep on file with the Township the name, address, and telephone number of the person or company responsible for maintenance activities; in the event of a change, new information shall be submitted by the owner to the Township within ten (10) working days of the change.

B. The owner is responsible for operation and maintenance (O&M) of the SWM BMPs. If the owner fails to adhere to the O&M Agreement, the Township may perform the services required and charge the owner appropriate fees. Nonpayment of fees may result in a lien against the property.

Section 503. Performance Guarantee

For SWM Site Plans that involve subdivision and land development, the applicant shall provide a financial guarantee to the Township for the timely installation and proper construction of all stormwater management controls as required by the approved SWM Site Plan and this Ordinance in accordance with the provisions of Sections 509, 510, and 511 of the Pennsylvania Municipalities Planning Code.

ARTICLE VI - FEES AND EXPENSES

Section 601. General

A. Fees may be established from time to time by the Township in accordance with applicable laws to defray Plan review and construction inspection costs incurred by the Township. All fees shall be paid by the Applicant at the time of submission of the SWM Site Plan.

B. Any fees established pursuant to this Ordinance may include, but not necessarily be limited to, any of the following:

   1. Administrative Costs

   2. Review of the SWM Site Plan by the Township and the Municipal Engineer.

3. Site inspections.

4. Inspection of stormwater management facilities and stormwater management improvements during construction.

5. Final inspections.

6. Any additional work required to enforce provisions of this Ordinance, correct violations, and assure proper completion of stipulated remedial actions.

C. Should the Township's actual costs exceed the fees submitted by the Applicant, the Township may invoice the Applicant for the difference. Such payment will be submitted by the Applicant to the Township within 30 days of invoice receipt.

ARTICLE VII – PROHIBITIONS

Section 701. Prohibited Discharges and Connections

A. Any drain or conveyance, whether on the surface or subsurface, that allows any non-stormwater discharge, including sewage, process wastewater, and wash water to enter the Township's storm drainage system or the Waters of this Commonwealth is prohibited.

B. No person shall allow, or cause to allow, discharges into the Township's storm drainage system, or discharges into Waters of this Commonwealth, which are not composed entirely of stormwater, except (1) as provided in Subsection C below and (2) discharges allowed under a state or federal permit.

C. The following discharges are authorized unless they are determined to be significant contributors of pollution to the Township's storm drainage system or to the Waters of this Commonwealth:

- Discharges from firefighting activities	- Flows from riparian habitats and wetlands
- Potable water sources including water line flushing	- Uncontaminated water from foundations or from footing drains
- Irrigation drainage	- Lawn watering
- Air conditioning condensate	- Dechlorinated swimming pool discharges
- Springs	- Uncontaminated groundwater
- Water from crawl space pumps	- Water from individual residential car washing
- Pavement wash waters where spills or leaks of toxic or hazardous materials have not occurred (unless all spill material has been removed) and where detergents are not used	- Routine external building wash down (which does not use detergents or other compounds)
- Diverted stream flows	

D. In the event that the Township or DEP determines that any of the discharges identified in Subsection C significantly contribute pollutants to the Township's storm drainage system or to the Waters of this Commonwealth, the Township or DEP will notify the responsible person(s) to cease the discharge.

Section 702. Roof Drains and Sump Pumps

Roof drains and sump pumps shall discharge to infiltration or vegetative BMPs.

Section 703. Alteration of SWM BMPs

No person shall modify, remove, fill, landscape, or alter any SWM BMPs, facilities, areas, or structures without the written approval of the Township.

ARTICLE VIII - ENFORCEMENT AND PENALTIES

Section 801. Right-of-Entry

Upon presentation of proper credentials, the Township may enter at reasonable times upon any property within the Township to inspect the condition of the stormwater structures and facilities in regard to any aspect regulated by this Ordinance.

Section 802. Inspection

SWM BMPs shall be inspected by the landowner, or the owner's designee (including the Township for dedicated and owned facilities), according to the following list of minimum frequencies:

1. Annually for the first 5 years.

2. Once every 3 years thereafter.

3. During or immediately after the cessation of a 10-year or greater storm.

Section 803. Enforcement

A. It shall be unlawful for a person to undertake any regulated activity except as provided in an approved SWM Site Plan, unless specifically exempted in Section 302.

B. It shall be unlawful to violate Section 703 of this Ordinance.

C. Inspections regarding compliance with the SWM Site Plan are a responsibility of the landowner. Written documentation of all inspections, including any necessary corrective actions, will be submitted to the Township within ten (10) days of the inspection.

Section 804. Suspension and Revocation

A. Any approval or permit issued by the Township pursuant to this Ordinance may be suspended or revoked for:

1. Non-compliance with or failure to implement any provision of the approved SWM Site Plan or O&M Agreement.

2. A violation of any provision of this Ordinance or any other applicable law, ordinance, rule, or regulation relating to the Regulated Activity.

3. The creation of any condition or the commission of any act during the Regulated Activity which constitutes or creates a hazard, nuisance, pollution, or endangers the life or property of others.

B. A suspended approval may be reinstated by the Township when:

1. The Township has inspected and approved the corrections to the violations that caused the suspension.

2. The Township is satisfied that the violation has been corrected.

C. An approval that has been revoked by the Township cannot be reinstated. The applicant may apply for a new approval under the provisions of this Ordinance.

D. If a violation causes no immediate danger to life, public health, or property, at its sole discretion, the Township may provide a limited time period for the owner to correct the violation. In these cases, the Township will provide the owner, or the owner's designee, with a written notice of the violation and the time period allowed for the owner to correct the violation. If the owner does not correct the violation within the allowed time period, the Township may revoke or suspend any, or all, applicable approvals and permits pertaining to any provision of this Ordinance.

Section 805. Penalties

A. Anyone violating the provisions of this Ordinance shall be guilty of a summary offense, and upon conviction, shall be subject to a fine of not more than $ 1,000.00 for each violation,

recoverable with costs. Each day that the violation continues shall be a separate offense and penalties shall be cumulative.

B. In addition, the Township, through its Solicitor, may institute injunctive, mandamus, or any other appropriate action or proceeding at law or in equity for the enforcement of this Ordinance. Any court of competent jurisdiction shall have the right to issue restraining orders, temporary or permanent injunctions, mandamus, or other appropriate forms of remedy or relief.

Section 806. Appeals

A. Any person aggrieved by any action of the Township or its designee, relevant to the provisions of this Ordinance, may appeal to the Township within 30 days of that action.

B. Any person aggrieved by any decision of the Township, relevant to the provisions of this Ordinance, may appeal to the County Court of Common Pleas in the county where the activity has taken place within 30 days of the Township's decision.

ARTICLE IX - REFERENCES

1. Pennsylvania Department of Environmental Protection. No. 363-0300-002 (December 2006) as amended and updated. *Pennsylvania Stormwater Best Management Practices Manual*. Harrisburg, PA.

2. Pennsylvania Department of Environmental Protection. No. 363-2134-008 (April 15, 2000) as amended and updated. *Erosion and Sediment Pollution Control Program Manual*. Harrisburg, PA.

3. U.S. Department of Agriculture, National Resources Conservation Service (NRCS). *National Engineering Handbook*. Part 630: Hydrology, 1969-2001. Originally published as the *National Engineering Handbook*, Section 4: Hydrology. Available from the NRCS online at: http://www.nrcs.usda.gov/.

4. U.S. Department of Agriculture, Natural Resources Conservation Service. 1986. *Technical Release 55: Urban Hydrology for Small Watersheds*, 2nd Edition. Washington, D.C.

5. U.S. Department of Commerce, National Oceanic and Atmospheric Administration, National Weather Service, Hydrometeorological Design Studies Center. 2004-2006. *Precipitation-Frequency Atlas of the United States, Atlas 14*, Volume 2, Version 3.0, Silver Spring, Maryland. Internet address: http://hdsc.nws.noaa.gov/hdsc/pfds/.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 12TH day of November, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia Martinelli, President

APPENDIX A

OPERATION AND MAINTENANCE (O&M) AGREEMENT
STORMWATER MANAGEMENT BEST MANAGEMENT PRACTICES (SWM BMPs)

THIS AGREEMENT, made and entered into this _____ day of _____, 20_____, by and between _____, (hereinafter the "Landowner"), and _____ County, Pennsylvania,
(hereinafter "Municipality");

WITNESSETH

WHEREAS, the Landowner is the owner of certain real property as recorded by deed in the land records of _____ County, Pennsylvania, Deed Book _____ at page _____, (hereinafter "Property").

WHEREAS, the Landowner is proceeding to build and develop the Property; and

WHEREAS, the SWM BMP Operation and Maintenance (O&M) Plan approved by the Municipality (hereinafter referred to as the "O&M Plan") for the property identified herein, which is attached hereto as Appendix A and made part hereof, as approved by the Municipality, provides for management of stormwater within the confines of the Property through the use of BMPs; and

WHEREAS, the Municipality, and the Landowner, his successors and assigns, agree that the health, safety, and welfare of the residents of the Municipality and the protection and maintenance of water quality require that on-site SWM BMPs be constructed and maintained on the Property; and

WHEREAS, the Municipality requires, through the implementation of the SWM Site Plan, that SWM BMPs as required by said SWM Site Plan and the Municipal Stormwater Management Ordinance be constructed and adequately operated and maintained by the Landowner, successors, and assigns.

NOW, THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The Landowner shall construct the BMPs in accordance with the plans and specifications identified in the SWM Site Plan.

2. The Landowner shall operate and maintain the BMPs as shown on the SWM Plan in good working order in accordance with the specific operation and maintenance requirements noted on the approved O&M Plan.

3. The Landowner hereby grants permission to the Municipality, its authorized agents and employees, to enter upon the property, at reasonable times and upon presentation of proper credentials, to inspect the BMPs whenever necessary. Whenever possible, the Municipality shall notify the Landowner prior to entering the property.

4. In the event the Landowner fails to operate and maintain the BMPs per paragraph 2, the Municipality or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). It is expressly understood and agreed that the Municipality is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Municipality.

5. In the event the Municipality, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Municipality for all expenses (direct and indirect) incurred within 10 days of receipt of invoice from the Municipality.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the onsite BMPs by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Municipality from all damages, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Municipality.

8. The Municipality may inspect the BMPs at a minimum of once every three years to ensure their continued functioning.

This Agreement shall be recorded at the Office of the Recorder of Deeds of _____ County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding

on the Landowner, his administrators, executors, assigns, heirs, and any other successors in interests, in perpetuity.

ATTEST:

WITNESS the following signatures and seals:

(SEAL)

For the Municipality:

_____

For the Landowner:

_____

ATTEST:

_____ (City, Borough, Township)
County of _____, Pennsylvania
I, _____, a Notary Public in and for the county and state aforesaid, whose commission
expires on the _____ day of _____, 20_____, do hereby certify that _____
whose name(s) is/are signed to the foregoing Agreement bearing date of the _____ day _____, 20_____, has acknowledged the same before me in my said county and state.
GIVEN UNDER MY HAND THIS _____ day of _____, 20_____.

_____ _____
NOTARY PUBLIC **(SEAL)**

TOWNSHIP OF WILKINS

ORDINANCE NO. 1030

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2013 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2013.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2012 is $5,104,100.

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2013 Budget Summary Expenses (General Fund)

General Government	$ 685,400
Public Safety	$2,438,500
Sanitation	$ 536,900
Public Works	$1,241,400
Recreation	$ 46,400
Debt Service	$ 83,000
Intergovernmental	$ 5,000
Refunds	$ 67,500
Interfund Transfers	$ 0
Total Expenses	**$5,104,100**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2013 as follows:

1. Tax rate for general revenue purposes, the sum of 4.674 mills on each dollar of assessed valuation, or the sum of .4674 cents on each one hundred ($100) dollars of assessed valuation.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty

shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2013.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 10th day of December, ~~2013.~~ 2012

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President, Board of Commissioners

No._____ Term,_____

Proof of Publication of Notice in Pittsburgh Post-Gazette

Under Act No 587, Approved May 16, 1929, PL 1784, as last amended by Act No 409 of September 29, 1951

Commonwealth of Pennsylvania, County of Allegheny, ss C. Mohamed, being duly sworn, deposes and says that the Pittsburgh Post-Gazette, a newspaper of general circulation published in the City of Pittsburgh, County and Commonwealth aforesaid, was established in 1993 by the merging of the Pittsburgh Post-Gazette and Sun-Telegraph and The Pittsburgh Press and the Pittsburgh Post-Gazette and Sun-Telegraph was established in 1960 and the Pittsburgh Post-Gazette was established in 1927 by the merging of the Pittsburgh Gazette established in 1786 and the Pittsburgh Post, established in 1842, since which date the said Pittsburgh Post-Gazette has been regularly issued in said County and that a copy of said printed notice or publication is attached hereto exactly as the same was printed and published in the regular editions and issues of the said Pittsburgh Post-Gazette a newspaper of general circulation on the following dates, viz:

20 of November, 2012

Affiant further deposes that he/she is an agent for the PG Publishing Company, a corporation and publisher of the Pittsburgh Post-Gazette, that, as such agent, affiant is duly authorized to verify the foregoing statement under oath, that affiant is not interested in the subject matter of the afore said notice or publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

C. Mohamed

PG Publishing Company

Sworn to and subscribed before me this day of:
November 20, 2012

Linda M. Gaertner

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Linda M. Gaertner, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Jan. 31, 2015
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

COPY OF NOTICE OR PUBLICATION

NOTICE

TOWNSHIP OF WILKINS

The Board of Commissioners of the Township of Wilkins will consider adoption of the following ordinance at a public meeting to be held on the 10th day of December 2012 at 7:00 p.m. in the Municipal Building, 110 Peffer Road, Wilkins Township, Allegheny County, Pennsylvania.

The title and a summary of the ordinances follow.

PROPOSED
ORDINANCE #1030

TITLE

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA APPROPRIATING OUT OF REVENUES AVAILABLE FOR THE FISCAL YEAR 2013 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2013.

SUMMARY

The Ordinance appropriates specific sums required for the 2013 Budget, fixes the real estate tax levy for the 2013 fiscal year and provides for discounts and penalties on taxes paid and unpaid.

The complete text of the Ordinances and the proposed 2013 Budget is on file and may be inspected in the Office of the Township Secretary at the aforesaid Municipal Building.

STATEMENT OF ADVERTISING COSTS

WILKINS TWP
Attn: Rebecca Bradley
110 PEFFER ROAD
TURTLE CREEK PA 15145

To PG Publishing Company

Total ---------- $369.00

Publisher's Receipt for Advertising Costs

PG PUBLISHING COMPANY, publisher of the Pittsburgh Post-Gazette, a newspaper of general circulation, hereby acknowledges receipt of the aforsaid advertising and publication costs and certifies that the same have been fully paid.

Office
34 Boulevard of the Allies
PITTSBURGH, PA 15222
Phone 412-263-1338

PG Publishing Company, a Corporation, Publisher of Pittsburgh Post-Gazette, a Newspaper of General Circulation

By _____

I hereby certify that the foregoing is the original Proof of Publication and receipt for the Advertising costs in the subject matter of said notice.

_____

Attorney For

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NUMBER: 1031

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, §173-7 DEFINITIONS AND WORD USAGE TO ADD DEFINITIONS OF THE TERMS AREAS OF PUBLIC ASSEMBLY, OUTDOOR COMMERCIAL ENTERTAINMENT AND PLACES OF ENTERTAINMENT; AMENDING ARTICLE IV, GENERAL REGULATIONS, §173-23, OFF-STREET PARKING AND LOADING PARAGRAPH A (1) AND ADDING PARAGRAPH C.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission, has determined that the zoning for off-street parking and loading no longer adequately meets the community objectives initially established in the Comprehensive Plan as adopted and amended by the Governing Body; and

WHEREAS, as a result of a review process by the Planning Commission, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Ordinance to comply with the recommendations and objectives of the Planning Commission.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173-7, Definitions, of the Zoning Code is hereby amended to add the following definitions:

AREAS OF PUBLIC ASSEMBLY: An indoor area, whether privately or publicly owned, to which the public have access by right or by invitation, expressed or implied, whether by payment of money or not; including but not limited to: private members clubs, conference halls, activity centers, public halls, courthouses, municipal buildings, fire halls, libraries and school auditoriums; other than religious convocations.

OUTDOOR COMMERCIAL ENTERTAINMENT: An identified outdoor area where entertainment is provided by a commercial entity, such as ice skating rinks and swim clubs or pools.

PLACES OF ENTERTAINMENT: An indoor area, whether privately or publicly owned, to which the public have access by right or by invitation, expressed or implied, whether by payment of money or not; including but not limited to: theaters, concert halls, ballrooms, dance halls, discotheques, nightclubs, indoor leisure centers, adventure/activity centers, sports clubs, cinemas, amusement parks, casinos and zoos, indoor miniature golf; indoor roller-skating rinks and other related uses.

Section 2. Chapter 173-23, Off-Street parking and loading is hereby amended as follows:

Chapter 173-23, Paragraph A (1) is hereby deleted in its entirety and the following inserted instead:

A. Off-street Parking.

(1) Off-street parking spaces shall be provided in accordance with the specifications of this section in any district whenever any new use is established or an existing use is enlarged.

Use	Parking Spaces Required
Bowling Alleys	5 for each alley, plus any additional parking requirements for an establishment containing a bar/lounge in addition to a bowling alley, as indicated under restaurants
Business Professional Offices	1 for every 300 square feet of gross floor area in banks and professional offices with on-site customer service; or the greater of 1 space per employee or 1 space per 400 square feet of gross floor area for offices without on-site customer services; or 1 space for each 100 square feet of gross floor area accessible to the public for personal service establishments, plus 1 space for each employee on the peak shift
Churches	1 for every 6 seats in the principal meeting room
Clubs	1 for every 50 square feet of aggregate floor area in a meeting room/auditorium for clubhouses, civic, fraternal and labor meeting halls, plus one for every employee on the largest shift
Dwellings	2 for each dwelling unit
Family Daycare Facilities	1 for each employee plus a drop-off/pickup location for every 3 individuals served
Family Daycare Homes and Group Home	2 for each home, plus 1 drop off/pickup location for every 3 individuals served
Funeral Homes	1 for every 50 square feet of gross floor area per parlor in the funeral home plus 1 for every remaining 300 square feet of gross floor area
Gas Stations	1 for every 200 square feet of floor area with not less than 8 spaces in any and all events
Hospitals and Group Homes	1 for every 3 beds plus 1 for every employee on the largest shift
Hotels / Motels	1 for every rental unit, plus 1 for every 2 employees plus 1 for every 4 seats in a main gathering area or restaurant
Medical Offices	1 for every doctor plus 1 for every employee and 2 for each chair, examination or treatment room or patient-service area
Outdoor Commercial Entertainment	1 for each 4 customers computed on a basis of maximum capacity at any one time plus 1 for every 2 employees on a peak shift
Restaurants (all classifications)	1 for every 50 square feet of public floor space, plus 1 for every 3 outdoor seats, plus 1 for every employee working on the largest shift.

Use	Parking Spaces Required
Areas of Public Assembly	1 for every 4 seats
Schools:	
Adult Education	1 for every 3 students, plus 1 for each member of the staff
K-8 Education	
Bussed or Public Transportation	1 for every 7 students, plus 1 for each member of the staff
Non-bussed or Private Transportation	1 for every 3 students, plus 1 for each member of the staff
9-12 Education	
Bussed or Public Transportation	1 for every 5 students, plus 1 for each member of the staff
Non-bussed or Private Transportation	1 for every 3 students, plus 1 for each member of the staff
Stores, Shops and Specialty Retail	1 for every 175 square feet of gross leasable floor space
Theaters or Places of Entertainment	1 for every 3 seats
Uses not otherwise listed	1 for each 3 persons at maximum permitted occupancy, or 1 for each 300 square feet of gross floor area of the building or lot area devoted to such use, whichever is the greater.
Warehouses and Bus Garages	1 for every 2 employees

Section 3. Chapter 173-23, Off-Street parking and loading is hereby amended to add as Paragraph C, as follows:

C. For establishments with drive-through lanes, the lane shall accommodate four cars stacked within the lane.

Section 4. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 5. 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, sections 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 6. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 25th day of February, 2013, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia A. Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1032

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DELETING SECTIONS 173-73 THROUGH 173-95 OF THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 173, ZONING, ARTICLE IX, PLANNED RESIDENTIAL DEVELOPMENT.

WHEREAS, the Board of Commissioners of Wilkins Township, Allegheny County, adopted Zoning Ordinance #542 (Code Chapter 173), as amended, to promote the public health, safety and welfare; and

WHEREAS, the Board of Commissioners, in consultation with the Planning Commission has determined that requirements of the Ordinance listed from Section 173-73 through 173-95 relevant to a Planned Residential Development are not consistent with the community objectives as initially contemplated in the Comprehensive Plan, nor as they exist today; and

WHEREAS, as a result of a review process by the Planning Commission, the Board of Commissioners is desirous of amending the Wilkins Township Zoning Ordinance to comply with the recommendations and objectives of the Planning Commission.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED as follows:

Section 1. Chapter 173 of the Code of the Township of Wilkins, Article IX, Section 173-73 through and including Section 173-95 is hereby deleted.

Section 4. Repealer. All Ordinances or parts of Ordinances which are inconsistent herewith are hereby repealed.

Section 5. 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, sections 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 6. Effective Date. This Ordinance shall be effective on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 29th day of April, 2013, at a duly assembled public meeting.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 1033

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, CHAPTER 65, ANIMALS, ARTICLE II, KEEPING AND POSSESSION REGULATIONS, SECTION 65-18, PROHIBITED ANIMALS, PARAGRAPH Z.

WHEREAS, by Ordinance Number 990 adopted September 29, 2008, the Board of Commissioners of the Township of Wilkins amended Chapter 65, Article II of the Wilkins Township Codified Book of Ordinances to eliminate inconsistencies with the laws of the Commonwealth of Pennsylvania, clarify the duties and responsibilities of owners, and define and prohibit certain types of nuisances; and

WHEREAS, this amendment eliminated former wording in the Ordinance that exempted "poultry (chickens, swans, geese, turkeys and guinea fowl)", but permitted "cage birds, including parakeets, parrots, canaries, finches, lovebirds, myna birds and other birds ordinarily kept in cages in households, it excludes wild birds captured or rescued and kept in cages;" and

WHEREAS, it was the intent of the Board of Commissioners to allow the aforesaid regulations to remain as stated in the original legislation, i.e., prohibiting poultry and permitting cage birds, as hereinbefore defined.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section I. The Code of the Township of Wilkins, Chapter 65, Article II, Section 65-18, Prohibited animals, Paragraph Z, is hereby amended to state:

> "Poultry (ducks, chickens, swans, geese, turkey and guinea fowl) are prohibited. Cage birds, including parakeets, parrots, canaries, finches, lovebirds, myna birds and other birds ordinarily kept in cages in households, excluding wild birds captured or rescued and kept in cages are hereby permitted."

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 29th day of April, 2013.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NO.: 1034

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING CHAPTER 144 OF THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES TO ADD ARTICLE VI, REGULATION OF DUMPSTERS IN A PUBLIC RIGHT-OF-WAY.

WHEREAS, the Board of Commissioners of the Township of Wilkins established that the primary purpose of public streets is for use by vehicular and pedestrian traffic; and

WHEREAS, the reasonable regulation of congestion and obstructions on public streets and in public rights-of-way is necessary to protect the health, safety and welfare of the general public; and

WHEREAS, the Board of Commissioners believes that the regulation of the placement and maintenance of dumpsters in the public right-of-way of the Township is reasonable and necessary.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section I. The Code of the Township of Wilkins, Chapter 144, Streets and Sidewalks, is hereby amended to add Article VI, Regulation of Dumpsters in a Public Right-of-Way, as follows:

ARTICLE VI
Regulation of Dumpsters in the Public Right-of-Way

§144-36. Definitions and Word Usage.

The following words when used in this Article shall have the meanings ascribed to them in this section, except in those instances where the context clearly indicates otherwise:

CARTWAY – that portion of the public right-of-way as shown on the Township map.

CURBLINE – the line in the right-of-way, constructed or proposed, that separates the portion of the right-of-way dedicated to vehicular traffic from that dedicated to pedestrian traffic.

DUMPSTER – any container used for the purpose of temporarily holding debris.

GARBAGE – All table refuse, animal and vegetable matter, offal from meat, fish and fowls, fruits, vegetable and parts thereof and other articles and materials ordinarily used for food which have become unfit for such use or which are for any reason discarded.

HAZARDOUS WASTE – Any garbage, refuse or a combination thereof, as defined in Act 97 which because of its quantity, concentration or its physical, chemical or infectious characteristics may:

a) Cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or total population; or

b) Pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed.

LESSOR – one who rents dumpsters to another (that is, a licensed, commercial waste hauler).

OBSTRUCTION – any structure or other object whatsoever that impedes, obstructs, or otherwise limits or prevents the full and unrestricted use whatsoever, by the public on any right of way.

OWNER / LESSEE – A property owner or agent thereof who owns or leases a dumpster as defined herein.

PERSON – an individual, firm, partnership, association, corporation or similar entity. For the purpose of this Article, this definition includes the dumpster owner and the dumpster lessee.

PUBLIC RIGHT-OF-WAY – for the purpose of this Article, the area between property lines that is set aside for public use or ownership as a street, alley, crosswalk, easement, or other similar facility.

SIDEWALK AREA – that portion of the sidewalk area for which paving is currently installed or may be installed in the future.

STREET PROPERTY LINE – the line that is coincident to and identical with the line marking the extremity of the right-of-way as shown on the Township map.

TEMPORARY DUMPSTER – any dumpster not permanently affixed intended to be used for a specified period of time for the purpose of construction, demolition, or rehabilitation.

§144-37. Administrative Authority.

This Article shall be enforced under the jurisdiction and auspices of the Wilkins Township Board of Commissioners.

§144-38. Interpretation and Application.

A. All standards established in this Article are to be interpreted as the minimum standards required. Nothing herein shall be construed to prohibit or prevent the use of higher standards. In interpreting and applying the provisions of this Article, they shall be held to be the minimum requirements for the promotion of the public health, safety, comfort, convenience, and general welfare.

B. When in the administration of this Article, the Pennsylvania Vehicle Code, 75 Pa.C.S.A. §101 et seq., and certain Township codes, such as the Building and Property Maintenance Codes (Chapter 124) and the Zoning Code (Chapter 173) impose greater restrictions than this Article; the stricter law shall take precedent.

§144-39. General.

A. No person shall put, place, maintain, erect or cause or allow to be put, placed, maintained, or erected any dumpster in the public right-of-way, except as hereinafter allowed and provided for, provided, however, that no such dumpster shall violate any other provision of the ordinances of the Township of Wilkins.

B. Dumpsters shall be allowed to be placed on a public right-of-way when no reasonable alternative trash storage method is available. Dumpsters shall not be placed within the public right-of-way if a driveway is available. A path that is one-half of the width of the sidewalk and/or sidewalk area shall be kept clear for pedestrian travel.

C. Property owners or dumpster lessees shall be responsible for the debris in and around the dumpster and shall maintain the sanitary conditions required by the Property Maintenance Code.

D. All dumpster units shall be painted, leak proof, in good repair and free of offensive odors. The dumpster lessor shall place and maintain on the outside of each dumpster, in legible letters not less than 1" (one inch) in height, his name or company logo and telephone number.

E. Each dumpster shall be fully covered at all times by a clean, leak proof properly fitting and functioning cover.

F. No person shall put, place, maintain, erect, or cause or allow to be put, placed, maintained, or erected any dumpster in excess of 8' (eight feet) wide on any cartway.

   a. Dumpsters placed in the cartway shall be illuminated with a warning light, light reflector or reflector material on the front and rear surfaces and in the direction traffic is flowing in such a manner as to indicate the height and width of it and shall be visible for a distance of not less than 300' (three hundred feet) between sunset and sunrise.

   b. Traffic control devices shall be positioned around the dumpster when it is in the public right-of-way in a manner that provides for a smooth and gradual transition of traffic around the dumpster. Traffic control devices shall be properly maintained during the time they are in place.

   c. Dumpsters shall not be permitted to be placed in any area that a motor vehicle would be prohibited from stopping, standing or parking by either ordinance or statute. The dumpster shall be kept at least 20' (twenty feet) from a crosswalk and from any intersection and must be placed so it does not block the view of any motorist pulling into a roadway.

G. Hazardous waste and garbage as defined in this Article shall not be stored in a dumpster.

§ 144-40. Permits and fees.

A. Permits shall be required for each dumpster in any public right-of-way in the Township. The owner/lessee shall provide to the Township, upon request, a copy of the lease agreement, if applicable, and the agreement with the hauler with schedule of pick-ups.

B. The dumpster owner/lessee or an agent thereof may apply to the Township for the permit. The permit shall be displayed on the premises in a conspicuous location.

C. The cost of a permit shall be in such amount as established from time to time by resolution of the Board of Commissioners. The Chief of Police or designated representative shall issue a permit for a period of time not to exceed 15 (fifteen) calendar days. Permits may be renewed for 15 (fifteen) day increments at the sole discretion of the Chief of Police or his designated representative if in his opinion the work has not been completed or abandoned, or if it is deemed to be in the best interest of the public. Applications for renewal permits must be filed at least three days before the expiration of the original permit. The cost of each renewal permit shall be in such amount as established from time to time by resolution of the Board of Commissioners.

§144-41. Removal of Dumpster.

Any person who has placed, places or causes to be placed any dumpster in the public right-of-way without obtaining the proper permit authorized in this Article shall immediately remove such dumpster and shall be subject to the penalty as prescribed by this Article. The failure of the trash hauler to remove the dumpster, upon notice by the lessee or by Wilkins Township to do so shall be a violation of this Article and subject to penalties herein.

§144-42. Property and Liability Insurance.

Prior to the issuance by the Township of any permit or other authority to erect a dumpster in the public right-of-way in conformity with §144-40 the lessor and/or owner must execute a hard harmless agreement in such form as the Township shall provide, guaranteeing to defend, protect, and compensate Wilkins Township as a result of any cause of action which may be brought or

perfected against Wilkin Township in connection herewith. The lessor and/or shall provide the Township with a certificate of insurance covering such general liability insurance on an occurrence basis with a combined single limit of no less than $500,000 (five hundred thousand dollars) and naming Wilkins Township as an additional insured. Said certificate shall be for continuous coverage unless canceled by the insurance company at which time the Township shall be notified, in writing, by such insurance company.

§144-43. Regulations.

The Chief of Police or a designated representative may promulgate such regulations as are necessary for the proper administration and enforcement of this Article.

§144-44. Revocation of Permit.

Without limitation as to the utilization of any other legal or equitable remedy or action available to the Township, civil or criminal, noncompliance with any of the requirements or provisions set forth in this Article or any material false statement or omission made in connection with the application for a permit shall be grounds for revocation of the permit issued pursuant to this Article.

Any person, firm, or corporation who shall violate any provision of this Article, upon conviction thereof, shall be sentenced to pay a fine of not more than $1,000 plus costs and, in default of payment of said fine and costs, to a term of imprisonment not to exceed 30 days. Each day that a violation of this Article continues shall constitute a separate offense.

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 11th day of November, 2013.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 1035

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, CHAPTER 33, PERSONNEL, ARTICLE II, LEAVES OF ABSENCE; DISABILITY TO ADD A TRANSITIONAL WORK ASSIGNMENT / MODIFIED DUTY POLICY.

WHEREAS, it is the desire of the Board of Commissioners, with the cooperation of all departments, to locate and assign modified duty, when feasible, to employees who are temporarily disabled from their regular job; and

WHEREAS, the Board of Commissioners is desirous of amending Chapter 33, Article II of the Wilkins Township Codified Book of Ordinances to add a Transitional Work Assignment / Modified Duty policy.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section I. The Code of the Township of Wilkins, Chapter 33, Article II, Leaves of Absence; Disability, Section 33-21, Definitions; is hereby amended to add the following definitions in alphabetical order:

> **EMPLOYEE** – Any person who renders service to the Township for pay, excluding persons who work under a professional service contract. Employee includes persons in probationary, regular, casual or temporary status.
>
> **TRANSITIONAL WORK / MODIFIED DUTY** – Work restrictions (modifications of work duties or tasks) determined and recommended by a Township approved physician or practitioner who has been rendering treatment to the employee or who is qualified to render an opinion on the employee's physical abilities.

Section II. The Code of the Township of Wilkins, Chapter 33, Article II, Leaves of Absence, Disability, is hereby amended to add Section 33-30, Transitional Work Assignments/Modified Duty Policy, as follows:

§33-30. Transitional Work Assignments / Modified Duty Policy.

A. Applicability.

1. This policy applies to all employees of the Township including those employees covered by collective bargaining agreements.
2. These policies and procedures apply to any situation where an employee is being treated for an injury or illness and is determined fit by a township-approved physician or practitioner to return to work on a temporary basis with modified duties.
3. Transitional or modified duty assignments are based on the availability of work. This policy does not guarantee that an injured employee will be assigned to a modified duty position.

B. Statements of Policy.

1. It is the policy of the Township, with the cooperation of all departments, to locate and assign modified duty, when feasible, to employees who are temporarily disabled from their regular job. All such modified duty assignments are to be within the limitations as recommended by a Township-approved physician or practitioner.

2. This policy shall only be applicable to employees who are temporarily disabled. For the purpose of this policy, temporary disabilities are defined as those disabilities that apparently will last for less than six months. If an employee is projected to be disabled for a period of more than six months, the Township shall not be required to follow this policy.

3. The Township shall not be required to create a new position to implement this policy. If the Township determines that there is temporary work available, for a temporarily disabled employee, the township may utilize this policy. Also, if a temporarily disabled employee is working on a temporary job and such job ends, the Township may reassign the temporarily disabled worker to another temporary job or if no job is available, the employee may return to disabled status and may collect workers compensation benefits.

    a. The Township approved physician/practitioner shall be encouraged to release temporarily disabled employees to modified duty work status and to describe the employee's physical limitations in sufficient detail to enable the Township to identify a suitable work assignment or to modify the tasks of the regular assignment which may be eliminated or adjusted.

    b. The Department in which the employee works shall attempt to locate a work assignment or modify the work duties of the regular assignment within the limitations recommended by the physician or practitioner.

    c. If no suitable assignment is available with the Department, the Township administration shall be contacted immediately in order to consider other alternatives. The township administration will attempt to coordinate, where feasible, a temporary reassignment of the employee on an inner-department basis. The Department to which the employee is regularly assigned will continue to be charged for the employee's wages and benefits.

    d. The employee will be responsible for reporting to his immediate supervisor following each medical appointment providing that person with the appropriate medical status slip from the authorized treating physician / practitioner. The employee shall cooperate to the fullest extent possible by performing the tasks and duties within the modified assignment to the best of his ability.

    e. Employees will be advised of the Township's policy of mandatory modified duty in accordance with the employees work restrictions. Employees refusing to accept an appropriate modified duty assignment provided by the attending physician / practitioner and offered by the Township shall forfeit their workers compensation benefits and any available supplemental salary benefits. Also, such refusal to accept an appropriate modified duty assignment may result in other discipline, up to and including discharge.

    f. The immediate supervisor will be responsible for monitoring the employee's performance during the period of modified duty.

    g. Employees shall be entitled to earn their usual base salary while on modified duty. It is the Township's policy that no overtime will be authorized unless the employee is expressly given permission by the Department Director. All overtime assignments must be approved in advance by the Township manager and/or Department Director, and must

be in accordance with the work restrictions set forth by the attending physician/practitioner.

h. Upon release to regular work without restrictions, the employee shall be returned to his regular work unit in the usual work assignment.

C. Procedures

1. Each Department shall be responsible for implementation of this policy within their unit. Department Directors shall instruct their employees on the Township's modified duty policy.

2. The Department Director shall inform the treating physician or practitioner and employee of the township's policy on modified duty.

3. Supervisors shall contact the Department Director and the Township Manager to confirm the employee's return to work on modified duty.

4. The Employee's timecard shall be maintained by the Department Director to whom the employee is temporarily assigned.

5. In the event a work unit cannot reasonably accommodate a modified work assignment due to operational difficulties of the employee's work restrictions, the Township Manager is to be notified within 24 hours or by the next business day.

6. The Township Manager shall coordinate alternative assignments on an inner-department basis for employees whose home Departments cannot accommodate them. In the event that the Township Manager cannot locate an assignment, the employee will remain off work and will be provided compensation in accordance with applicable state law and in conformance with any labor agreement.

7. The Township Manager is authorized and directed to develop and implement any forms to be used in this modified duty program.

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

ORDAINED AND ENACTED into law this 11th day of November, 2013.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1036

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ESTABLISHING CHAPTER 29, OF PART I, OF THE TOWNSHIP OF WILKINS CODIFIED ORDINANCES, PROVIDING FOR THE ADOPTION OF THE PROVISIONS OF THE NEIGHBORHOOD BLIGHT RECLAMATION AND REVITALIZATION ACT, 53 Pa.C.S.A §6101 et seq.

WHEREAS, the Board of Commissioners of the Township are desirous of protecting the health and safety of its residents and furthermore desire to conform to the requirements of the Neighborhood Blight Reclamation and Revitalization Act, Act 90, P.L. 875, October 27, 2010, effective April 25, 2011.

NOW THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section 1. Chapter 29 of Part I of the Township of Wilkins' Codified Ordinances is hereby created to add a 29-1 – Adoption of the Neighborhood Blight Reclamation and Revitalization Act as follows:

§29-1. Adoption of the Neighborhood Blight Reclamation and Revitalization Act.

The Neighborhood Blight Reclamation and Revitalization Act, 53 Pa.C.S.A. §6101, et seq., is hereby adopted by the Board of Commissioners of the Township of Wilkins for the purpose of regulating, governing and safeguarding life and property from deteriorated properties as a result of neglect by their owners and, furthermore, regulating deteriorated properties that create public nuisances which have an impact on crime and the quality of life of the residents of the Township; and each and every one of the regulations, provisions, conditions and terms of the Neighborhood Blight Reclamation and Revitalization Act hereby referred to, are adopted and made a part hereof as if fully set forth in this Section, and as attached hereto and marked as Exhibit "A."

Section 2. Any Ordinance or part of an Ordinance in conflict herewith is hereby repealed.

Section 3. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The Township of Wilkins hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

ORDAINED AND ENACTED into law this 11th day of November, 2013.

WITNESS

Rebecca Bradley
Township Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

ORDINANCE NO. 1037

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2014 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2014.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2014 is $5,148,200.

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2014 Budget Summary Expenses (General Fund)

General Government	$ 678,000
Public Safety	$2,423,600
Sanitation	$ 472,700
Public Works	$1,433,600
Recreation	$ 52,300
Debt Service	$ 18,000
Intergovernmental	$ 5,000
Refunds	$ 28,600
Interfund Transfers	$ 36,400
Total Expenses	**$ 5,148,200**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2014 as follows:

1. The rate of such tax for general revenue purposes shall be the sum of 5.674 mills on each dollar of assessed valuation, or the sum of .5674 cents on each one hundred ($100) dollars of assessed valuation, such millage being based upon the Allegheny County real estate assessment data available at the time of passage of this Ordinance.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2014.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 16th day of December, 2013.

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS

ORDINANCE NO.: 1038

AN ORDINANCE OF THE TOWNSHIP OF WILKINS AMENDING ORDINANCE NO. 822 OF 1992, AS AMENDED BY ORDINANCE NUMBER 960 OF 2004 AND ORDINANCE NUMBER 1022 OF 2011 INCREASING THE RATES OR CHARGES FOR THE USE OF THE MUNICIPALITY'S SANITARY SEWER SYSTEM AND ESTABLISHING AN EFFECTIVE DATE FOR SAID RATES OR CHARGES.

WHEREAS, the Township of Wilkins was ordered by the Commonwealth of Pennsylvania, Department of Environmental Protection, to enter into an Agreement with the Department to perform various protocols to insure that the sanitary sewer system of the Township of Wilkins is in a safe and efficient condition; and

WHEREAS, a feasibility study completed in 2013 by the Township Engineer estimates the cost of new construction and repairs to infrastructure to meet compliance to top $2,000,000 which will necessitate an increase in the rates or charges for the use of the Municipality's sanitary sewer system.

NOW THEREFORE, it is hereby ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

SECTION 1. Section 1 of Ordinance No. 822, as amended, is hereby further amended to read as follows:

SECTION 1.

There is hereby imposed and established rates or charges for the use of, and services provided by, the various Sanitary Sewer Systems in the Township of Wilkins, said rates or charges being based upon the quantity of water used. The following rates or charges shall be assessed to each user of the Sanitary Sewer System on a quarterly basis:

a. Basic Service: Two and 50/100 Dollars ($2.50) per one-thousand gallons of water used with a minimum quarterly fee of Five Dollars ($5.00) for up to 2,000 gallons of water used per quarter.

SECTION 2. All other provisions of Ordinance No. 822 shall remain in effect and are incorporated herein and made a part hereof.

SECTION 3. Any Ordinance or part of an Ordinance in conflict herewith is hereby repealed.

This Ordinance shall be effective the 1st day of January, 2014.

ORDAINED AND ADOPTED into law by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 16th day of December, 2013.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 1039

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 ASSOCATION WITH TEN OR MORE YEARS OF FULLTIME SERVICE MAY RESIDE WITHIN THREE AIR MILES OF THE WILKINS TOWNHSIP 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 three (3) 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 13TH day of January, 2014.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1040

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, COUNTY OF ALLEGHENY AND COMMONWEALTH OF PENNSYLVANIA AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II, CHAPTER 124, PROPERTY MAINTENANCE, §124-2, MODIFICATIONS TO STANDARDS, ADDING PARAGRAPH H, REQUIRING THE CLEARING OF SNOW AND ICE FROM SIDEWALKS AND DRIVEWAYS THAT MAY BE USED BY THE GENERAL PUBLIC.

WHEREAS, the Township of Wilkins adopted the 2009 Edition of the International Property Maintenance Code, Copyright 2009, by the International Code Council, Inc. on February 14, 2011, by Ordinance Number 1013; and

WHEREAS, the Board of Commissioners of the Township of Wilkins is concerned that the presence of snow and ice on sidewalks presents a significant safety risk to the public; and

WHEREAS, it is the desire of the Board of Commissioners of Wilkins Township to amend §124-2, Modifications to Standards, adding Paragraph H, requiring the clearing of snow and ice from sidewalks and driveways that may be used by the general public.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby Ordained and Enacted as follows:

Section 1. The Code of the Township of Wilkins, Chapter 124, Section 124-2, Modifications to Standards, Paragraph H is hereby amended as follows:

> H. Section 302.2, Sidewalks and Driveways, All sidewalks, walkways, stairs, driveways, parking spaces and similar areas shall be kept in a proper state of repair and maintained free from hazardous conditions. All sidewalks, walkways or similar areas that are available for use by the public, or persons other than the property owner, shall be cleared of snow and ice no later than twenty four hours after any snow or ice storm.

Section 3. Repealer. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining potions of this ordinance. The Board of Commissioners of the Township of Wilkins hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

Section 5. Nothing in this ordinance or in the Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 3

of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 6. Effective Date. This Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect on the date of adoption by the Board of Commissioners.

ORDAINED AND ENACTED this 28th day of April, 2014, at a duly assembled public meeting.

ATTEST:

TOWNSHIP OF WILKINS

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ORDINANCE NO. 1041

AN ORDINANCE REQUIRING ALL PERSONS, PARTNERSHIPS, BUSINESSES, AND CORPORATIONS TO OBTAIN A PERMIT FOR ANY CONSTRUCTION OR DEVELOPMENT; PROVIDING FOR THE ISSUANCE OF SUCH PERMITS; SETTING FORTH CERTAIN MINIMUM REQUIREMENTS FOR NEW CONSTRUCTION AND DEVELOPMENT WITHIN AREAS OF THE TOWNSHIP OF WILKINS WHICH ARE SUBJECT TO FLOODING; AND ESTABLISHING PENALTIES FOR ANY PERSONS WHO FAIL, OR REFUSE TO COMPLY WITH, THE REQUIREMENTS OR PROVISIONS OF THIS ORDINANCE.

ARTICLE I. STATUTORY AUTHORIZATION

The Legislature of the Commonwealth of Pennsylvania has, by the passage of the Pennsylvania Flood Plain Management Act of 1978, delegated the responsibility to local governmental units to adopt floodplain management regulations to promote public health, safety, and the general welfare of its citizenry. Therefore, the Board of Commissioners of the Township of Wilkins does hereby order as follows.

ARTICLE II. GENERAL PROVISIONS

Section 2.01 Intent

The intent of this Ordinance is to:

A. Promote the general health, welfare, and safety of the community.

B. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future.

C. Minimize danger to public health by protecting water supply and natural drainage.

D. Reduce financial burdens imposed on the community, its governmental units, and its residents, by preventing excessive development in areas subject to flooding.

E. Comply with federal and state floodplain management requirements.

Section 2.02 Applicability

A. It shall be unlawful for any person, partnership, business or corporation to undertake, or cause to be undertaken, any construction or development anywhere within the Township of Wilkins unless a Permit has been obtained from the Floodplain Administrator.

B. A Permit shall not be required for minor repairs to existing buildings or structures.

Section 2.03 Abrogation and Greater Restrictions

This ordinance supersedes any other conflicting provisions which may be in effect in identified floodplain areas. However, any other ordinance provisions shall remain in full force and effect to the extent that those provisions are more restrictive. If there is any conflict between any of the provisions of this Ordinance, the more restrictive shall apply.

Section 2.04 Severability

If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance shall be declared invalid for any reason whatsoever, such a decision shall not affect the remaining portions of the Ordinance, which shall remain in full force and effect, and for this purpose the provisions of this Ordinance are hereby declared to be severable.

Section 2.05 Warning and Disclaimer of Liability

The degree of flood protection sought by the provisions of this Ordinance is considered reasonable for regulatory purposes and is based on accepted engineering methods of study. Larger floods may occur or flood heights may be increased by man-made or natural causes, such as ice jams and bridge openings restricted by debris. This Ordinance does not imply that areas outside any identified floodplain areas, or that land uses permitted within such areas will be free from flooding or flood damages.

This Ordinance shall not create liability on the part of the Township of Wilkins or any officer or employee thereof for any flood damages that result from reliance on this Ordinance or any administrative decision lawfully made thereunder.

ARTICLE III. ADMINISTRATION

Section 3.01 Designation of the Floodplain Administrator

The Township Manager is hereby appointed to administer and enforce this ordinance and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may: (A) Fulfill the duties and responsibilities set forth in these regulations, (B) Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees, or (C) Enter into a written agreement or written contract with another agency or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

In the absence of a designated Floodplain Administrator, the Floodplain Administrator duties are to be fulfilled by the Chair of the Board of Commissioners.

Section 3.02 Permits Required

A Permit shall be required before any construction or development is undertaken within any area of the Township of Wilkins.

Section 3.03 Duties and Responsibilities of the Floodplain Administrator

A. The Floodplain Administrator shall issue a Permit only after it has been determined that the proposed work to be undertaken will be in conformance with the requirements of this and all other applicable codes and ordinances.

B. Prior to the issuance of any permit, the Floodplain Administrator shall review the application for the permit to determine if all other necessary government permits required by state and federal laws have been obtained, such as those required by the Pennsylvania Sewage Facilities Act (Act 1966-537, as amended); the Pennsylvania Dam Safety and Encroachments Act (Act 1978-325, as amended); the Pennsylvania Clean Streams Act (Act 1937-394, as amended); and the U.S. Clean Water Act, Section 404, 33, U.S.C. 1344. No permit shall be issued until this determination has been made.

C. In the case of existing structures, prior to the issuance of any Development/Permit, the Floodplain Administrator shall review the history of repairs to the subject building, so that any repetitive loss concerns can be addressed before the permitis issued.

D. During the construction period, the Floodplain Administrator or other authorized official shall inspect the premises to determine that the work is progressing in compliance with the information provided on the permit application and with all applicable municipal laws and ordinances. He/she shall make as many inspections during and upon completion of the work as are necessary.

E. In the discharge of his/her duties, the Floodplain Administrator shall have the authority to enter any building, structure, premises or development in the identified floodplain area, upon presentation of proper credentials, at any reasonable hour to enforce the provisions of this ordinance.

F. In the event the Floodplain Administrator discovers that the work does not comply with the permit application or any applicable laws and ordinances, or that there has been a false statement or misrepresentation by any applicant, the Floodplain Administrator shall revoke the Permit and report such fact to the Board of Commissioners for whatever action it considers necessary.

G. The Floodplain Administrator shall maintain in perpetuity all records associated with the requirements of this ordinance including, but not limited to, finished construction elevation data, permitting, inspection and enforcement.

H. The Floodplain Administrator is the official responsible for submitting a biennial report to FEMA concerning community participation in the National Flood Insurance Program.

I. The responsibility, authority and means to implement the commitments of the Floodplain Administrator can be delegated from the person identified. However, the ultimate responsibility lies with the person identified in the floodplain ordinance as the floodplain administrator/manager.

J. The Floodplain Administrator shall consider the requirements of the 34 PA Code and the

2009 IBC and the 2009 IRC or latest revisions thereof.

Section 3.04 Application Procedures and Requirements

A. Application for such a Permit shall be made, in writing, to the Floodplain Administrator on forms supplied by the Township of Wilkins. Such application shall contain the following:

1. Name and address of applicant.
2. Name and address of owner of land on which proposed construction is to occur.
3. Name and address of contractor.
4. Site location including address.
5. Listing of other permits required.
6. Brief description of proposed work and estimated cost, including a breakout of flood-related cost and the market value of the building before the flood damage occurred where appropriate.
7. A plan of the site showing the exact size and location of the proposed construction as well as any existing buildings or structures.

B. If any proposed construction or development is located entirely or partially within any identified floodplain area, applicants for Permits shall provide all the necessary information in sufficient detail and clarity to enable the Floodplain Administrator to determine that:

1. all such proposals are consistent with the need to minimize flood damage and conform with the requirements of this and all other applicable codes and ordinances;
2. all utilities and facilities, such as sewer, gas, electrical and water systems are located and constructed to minimize or eliminate flood damage;
3. adequate drainage is provided so as to reduce exposure to flood hazards;
4. structures will be anchored to prevent floatation, collapse, or lateral movement;
5. building materials are flood-resistant;
6. appropriate practices that minimize flood damage have been used; and
7. electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities have been designed and located to prevent water entry or accumulation.

C. Applicants shall file the following minimum information plus any other pertinent information as may be required by the Floodplain Administrator to make the above determination:

1. A completed Permit Application Form.

2. A plan of the entire site, clearly and legibly drawn at a scale of one (1) inch being equal to one hundred (100) feet or less, showing the following:

   a. north arrow, scale, and date;

   b. topographic contour lines, if available;

   c. the location of all existing and proposed buildings, structures, and other improvements, including the location of any existing or proposed subdivision and development;

   d. the location of all existing streets, drives, and other access ways; and

   e. the location of any existing bodies of water or watercourses, identified floodplain areas, and, if available, information pertaining to the floodway, and the flow of water including direction and velocities.

3. Plans of all proposed buildings, structures and other improvements, drawn at suitable scale showing the following:

   a. the proposed lowest floor elevation of any proposed building based upon North American Vertical Datum of 1988;

   b. the elevation of the base flood;

   c. supplemental information as may be necessary under 34 PA Code, the 2009 IBC or the 2009 IRC.

4. The following data and documentation:

   a. detailed information concerning any proposed floodproofing measures and corresponding elevations.

   b. documentation, certified by a registered professional engineer or architect, to show that the cumulative effect of any proposed development within any Identified Floodplain Area (See Section 4.01) when combined with all other existing and anticipated development, will not cause any increase in the base flood elevation.

   c. a document, certified by a registered professional engineer or architect, which states that the proposed construction or development has been adequately designed to withstand the pressures, velocities, impact and

uplift forces associated with the base flood.

Such statement shall include a description of the type and extent of flood proofing measures which have been incorporated into the design of the structure and/or the development.

d. detailed information needed to determine compliance with Section 5.03 F., Storage, and Section 5.04, Development Which May Endanger Human Life, including:

   i. the amount, location and purpose of any materials or substances referred to in Sections 5.03 F.and 5.04 which are intended to be used, produced, stored or otherwise maintained on site.

   ii. a description of the safeguards incorporated into the design of the proposed structure to prevent leaks or spills of the dangerous materials or substances listed in Section 5.04 during a base flood.

e. the appropriate component of the Department of Environmental Protection's "Planning Module for Land Development."

f. where any excavation or grading is proposed, a plan meeting the requirements of the Department of Environmental Protection, to implement and maintain erosion and sedimentation control.

D. Applications for Permits shall be accompanied by a fee, payable to the municipality based upon the estimated cost of the proposed construction as determined by the Floodplain Administrator.

Section 3.05 Review by County Conservation District

A copy of all applications and plans for any proposed construction or development in any identified floodplain area to be considered for approval shall be submitted by the Floodplain Administrator to the County Conservation District for review and comment prior to the issuance of a Permit. The recommendations of the Conservation District shall be considered by the Floodplain Administrator for possible incorporation into the proposed plan.

Section 3.06 Review of Application by Others

A copy of all plans and applications for any proposed construction or development in any identified floodplain area to be considered for approval may be submitted by the Floodplain Administrator to any other appropriate agencies and/or individuals (e.g. planning commission, municipal engineer, etc.) for review and comment.

Section 3.07 Changes

After the issuance of a Permit by the Floodplain Administrator, no changes of any kind shall be made to the application, permit or any of the plans, specifications or other documents submitted with the application without the written consent or approval of the Floodplain Administrator.

Requests for any such change shall be in writing, and shall be submitted by the applicant to Floodplain Administrator for consideration.

Section 3.08 Placards

In addition to the Permit, the Floodplain Administrator shall issue a placard which shall be displayed on the premises during the time construction is in progress. This placard shall show the number of the Permit, the date of its issuance, and be signed by the Floodplain Administrator.

Section 3.09 Start of Construction

Work on the proposed construction or development shall begin within 180 days after the date of issuance of the development permit. Work shall also be completed within twelve (12) months after the date of issuance of the permit or the permit shall expire unless a time extension is granted, in writing, by the Floodplain Administrator. The issuance of development permit does not refer to the zoning approval.

The actual start of construction means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first, alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Time extensions shall be granted only if a written request is submitted by the applicant, who sets forth sufficient and reasonable cause for the Floodplain Administrator to approve such a request and the original permit is compliant with the ordinance and Flood Insurance Rate Map (FIRM)/ Flood Insurance Study (FIS) in effect at the time the extension is granted.

Section 3.10 Enforcement

A. Notices

Whenever the Floodplain Administrator or other authorized municipal representative determines that there are reasonable grounds to believe that there has been a violation of any provisions of this Ordinance, or of any regulations adopted pursuant thereto, the Floodplain Administrator shall give notice of such alleged violation as hereinafter provided. Such notice shall:

1. be in writing;

2. include a statement of the reasons for its issuance;

3. allow a reasonable time not to exceed a period of thirty (30) days for the performance of any act it requires;

4. be served upon the property owner or his agent as the case may require; provided, however, that such notice or order shall be deemed to have been properly served upon such owner or agent when a copy thereof has been served with such notice by any other method authorized or required by the laws of this State;

5. contain an outline of remedial actions which, if taken, will effect compliance with the provisions of this Ordinance.

B. Penalties

Any person who fails to comply with any or all of the requirements or provisions of this Ordinance or who fails or refuses to comply with any notice, order of direction of the Floodplain Administrator or any other authorized employee of the municipality shall be guilty of a misdemeanor and upon conviction shall pay a fine to Township of Wilkins, of not less than Twenty-five Dollars ($25.00) nor more than Six Hundred Dollars ($600.00) plus costs of prosecution. In addition to the above penalties all other actions are hereby reserved including an action in equity for the proper enforcement of this Ordinance. The imposition of a fine or penalty for any violation of, or noncompliance with this Ordinance shall not excuse the violation or noncompliance or permit it to continue. All such persons shall be required to correct or remedy such violations and noncompliance within a reasonable time. Any development initiated or any structure or building constructed, reconstructed, enlarged, altered, or relocated, in noncompliance with this Ordinance may be declared by the Board of Commissionersto be a public nuisance and abatable as such.

Section 3.11 Appeals

A. Any person aggrieved by any action or decision of the Floodplain Administrator concerning the administration of the provisions of this Ordinance, may appeal to the Zoning Hearing Board. Such appeal must be filed, in writing, within thirty (30) days after the decision, determination or action of the Floodplain Administrator.

B. Upon receipt of such appeal the Zoning Hearing Board shall consider the appeal in accordance with the Municipal Planning Code and any other local ordinance.

C. Any person aggrieved by any decision of the Zoning Hearing Board may seek relief therefrom by appeal to court, as provided by the laws of this State including the Pennsylvania Flood Plain Management Act.

ARTICLE IV. IDENTIFICATION OF FLOODPLAIN AREAS

Section 4.01 Identification

The identified floodplain area shall be:

A. any areas of Township of Wilkins, classified as Special Flood Hazard Areas (SFHAs) in the Flood Insurance Study (FIS) and the accompanying Flood Insurance Rate Maps (FIRMs) dated September 26, 2014 and issued by the Federal Emergency Management Agency (FEMA) or the most recent revision thereof, including all digital data developed as part of the Flood Insurance Study and,

B. any Community Identified Flood Hazard Areas

The above referenced FIS and FIRMs, and any subsequent revisions and amendments are hereby adopted by Township of Wilkins and declared to be a part of this ordinance.

Section 4.02 Description and Special Requirements of Identified Floodplain Areas

The identified floodplain area shall consist of the following specific areas:

A. The Floodway Area shall be those areas identified in the FIS and the FIRM as floodway and which represent the channel of a watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without increasing the water surface elevation by more than one (1) foot at any point. This term shall also include floodway areas which have been identified in other available studies or sources of information for those Special Flood Hazard Areas where no floodway has been identified in the FIS and FIRM.

    1. Within any floodway area, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless it has been demonstrated through hydrologic and hydraulic analysis performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

    2. Within any floodway area, no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

B. The AE Area/District shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided.

    1. The AE Area adjacent to the floodway shall be those areas identified as an AE Zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided and a floodway has been delineated.

    2. AE Area without floodway shall be those areas identified as an AE zone on the FIRM included in the FIS prepared by FEMA for which base flood elevations have been provided but no floodway has been determined.
        i. No permit shall be granted for any construction, development, use, or activity within any AE Area/District without floodway unless it is demonstrated that the cumulative effect of the proposed development would not, together with all other existing and anticipated development,

increase the BFE more than one (1) foot at any point.

ii. No new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office.

C. The A Area/District shall be those areas identified as an A Zone on the FIRM included in the FIS prepared by FEMA and for which no base flood elevations have been provided. For these areas, elevation and floodway information from other Federal, State, or other acceptable sources shall be used when available. Where other acceptable information is not available, the base flood elevation shall be determined by using the elevation of a point on the boundary of the identified floodplain area which is nearest the construction site.

In lieu of the above, the municipality may require the applicant to determine the elevation with hydrologic and hydraulic engineering techniques. Hydrologic and hydraulic analyses shall be undertaken only by professional engineers or others of demonstrated qualifications, who shall certify that the technical methods used correctly reflect currently accepted technical concepts. Studies, analyses, computations, etc., shall be submitted in sufficient detail to allow a thorough technical review by the municipality.

D. Community Identified Flood Hazard Areas shall be those areas where the Township of Wilkins has identified local flood hazard or ponding areas, as delineated and adopted on a "Local Flood Hazard Map" using best available topographic data and locally derived information such as flood of record, historic high water marks, soils or approximate study methodologies.

Section 4.03 Changes in Identification of Area

The Identified Floodplain Area may be revised or modified by the Board of Commissioners where studies or information provided by a qualified agency or person documents the need for such revision. However, prior to any such change to the Special Flood Hazard Area, approval must be obtained from FEMA. Additionally, as soon as practicable, but not later than six (6) months after the date such information becomes available, a community shall notify FEMA of the changes to the Special Flood Hazard Areaby submitting technical or scientific data. See 5.01 (B) for situations where FEMA notification is required.

Section 4.04 Boundary Disputes

Should a dispute concerning any identified floodplain boundary arise, an initial determination shall be made by the Township of Wilkins and any party aggrieved by this decision or determination may appeal to the Board of Commissioners. The burden of proof shall be on the appellant.

Section 4.05 Jurisdictional Boundary Changes

Prior to development occurring in areas where annexation or other corporate boundary changes are proposed or have occurred, the community shall review flood hazard data affecting the lands subject to boundary changes. The community shall adopt and enforce floodplain regulations in areas subject to annexation or corporate boundary changes which meet or exceed those in CFR 44 60.3.

ARTICLE V. TECHNICAL PROVISIONS

Section 5.01 General

A. Alteration or Relocation of Watercourse

1. No encroachment, alteration, or improvement of any kind shall be made to any watercourse until all adjacent municipalities which may be affected by such action have been notified by the municipality, and until all required permits or approvals have first been obtained from the Department of Environmental Protection Regional Office.

2. No encroachment, alteration, or improvement of any kind shall be made to any watercourse unless it can be shown that the activity will not reduce or impede the flood carrying capacity of the watercourse in any way.

3. In addition, FEMA and the Pennsylvania Department of Community and Economic Development, shall be notified prior to any alteration or relocation of any watercourse.

B. When a community proposes to permit the following encroachments:

- any development that causes a rise in the base flood elevations within the floodway; or
- any development occurring in Zones A1-30 and Zone AE without a designated floodway, which will cause a rise of more than one foot in the base flood elevation; or
- alteration or relocation of a stream (including but not limited to installing culverts and bridges)

the applicant shall (as per 44 CFR Part 65.12):

1. apply to FEMA for conditional approval of such action prior to permitting the encroachments to occur.

2. Upon receipt of the Administrator's conditional approval of map change and prior to approving the proposed encroachments, a community shall provide evidence to FEMA of the adoption of floodplain management ordinances incorporating the

increased base flood elevations and / or revised floodway reflecting the post-project condition.

3. Upon completion of the proposed encroachments, a community shall provide as-built certifications. FEMA will initiate a final map revision upon receipt of such certifications in accordance with 44 CFR Part 67.

C. Any new construction, development, uses or activities allowed within any identified floodplain area shall be undertaken in strict compliance with the provisions contained in this Ordinance and any other applicable codes, ordinances and regulations.

D. Within any Identified Floodplain Area, no new construction or development shall be located within the area measured fifty (50) feet landward from the top-of-bank of any watercourse.

Section 5.02 Elevation and Floodproofing Requirements

Within any Identified Floodplain Area any new construction or substantial improvements shall be prohibited. If a variance is obtained for new construction or substantial improvements in the Identified Floodplain Area in accordance with the criteria in Article VIII, then the following provisions apply:

A. Residential Structures

1. In AE, A1-30, and AH Zones, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the regulatory flood elevation.

2. In A Zones, where there are no Base Flood Elevations specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated up to, or above, the regulatory flood elevation determined in accordance with Section 4.02.C of this ordinance.

3. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the most recent revisions thereof and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

B. Non-residential Structures

1. In AE, A1-30 and AH Zones, any new construction or substantial improvement of a non-residential structure shall have the lowest floor (including basement) elevated up to, or above, the regulatory flood elevation, or be designed and constructed so that the space enclosed below the regulatory flood elevation:

a. is floodproofed so that the structure is watertight with walls substantially impermeable to the passage of water and,

b. has structural components with the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy:

2. In A Zones, where no Base Flood Elevations are specified on the FIRM, any new construction or substantial improvement shall have the lowest floor (including basement) elevated or completely floodproofed up to, or above, the regulatory flood elevation determined in accordance with Section 4.02.C of this ordinance.

3. Any non-residential structure, or part thereof, made watertight below the regulatory flood elevation shall be floodproofed in accordance with the W1 or W2 space classification standards contained in the publication entitled "Flood-Proofing Regulations" published by the U.S. Army Corps of Engineers (June 1972, as amended March 1992) or with some other equivalent standard. All plans and specifications for such floodproofing shall be accompanied by a statement certified by a registered professional engineer or architect which states that the proposed design and methods of construction are in conformance with the above referenced standards.

4. The design and construction standards and specifications contained in the 2009 International Building Code (IBC) and in the 2009 International Residential Code (IRC) or the most recent revisions thereof and ASCE 24 and 34 PA Code (Chapters 401-405 as amended) shall be utilized, where they are more restrictive.

C. Space below the lowest floor

1. Basements are prohibited.

2. Fully enclosed space below the lowest floor (excluding basements) which will be used solely for the parking of a vehicle, building access, or incidental storage in an area other than a basement, shall be designed and constructed to allow for the automatic entry and exit of flood waters for the purpose of equalizing hydrostatic forces on exterior walls. The term "fully enclosed space" also includes crawl spaces.

3. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, <u>or</u> meet or exceed the following minimum criteria:

a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.

b. the bottom of all openings shall be no higher than one (1) foot above grade.

c. openings may be equipped with screens, louvers, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

D. Historic Structures

Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined in this ordinance, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the State Inventory of Historic places must be obtained from the Secretary of the Interior or the State Historic Preservation Officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

E. Accessory structures

Structures accessory to a principal building need not be elevated or floodproofed to remain dry, but shall comply, at a minimum, with the following requirements:

1. the structure shall not be designed or used for human habitation, but shall be limited to the parking of vehicles, or to the storage of tools, material, and equipment related to the principal use or activity.

2. floor area shall not exceed 200 square feet.

3. The structure will have a low damage potential.

4. the structure will be located on the site so as to cause the least obstruction to the flow of flood waters.

5. power lines, wiring, and outlets will be elevated to the regulatory flood elevation.

6. permanently affixed utility equipment and appliances such as furnaces, heaters, washers, dryers, etc. are prohibited.

7. sanitary facilities are prohibited.

8. the structure shall be adequately anchored to prevent flotation, collapse, and lateral movement and shall be designed to automatically provide for the entry and exit of floodwater for the purpose of equalizing hydrostatic forces on the walls. Designs for meeting this requirement must either be certified by a registered professional engineer or architect, or meet or exceed the following minimum criteria:

    a. a minimum of two openings having a net total area of not less than one (1) square inch for every square foot of enclosed space.

    b. the bottom of all openings shall be no higher than one (1) foot above grade.

    c. openings may be equipped with screens, louvers, etc. or other coverings or

devices provided that they permit the automatic entry and exit of flood waters.

Section 5.03 Design and Construction Standards

The following minimum standards shall apply for all construction and development proposed within any identified floodplain area:

A. Fill

1. Within any Identified Floodplain Area the use of fill shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

If fill is used, it shall:

a. extend laterally at least fifteen (15) feet beyond the building line from all points;

b. consist of soil or small rock materials only - Sanitary Landfills shall not be permitted;

c. be compacted to provide the necessary permeability and resistance to erosion, scouring, or settling;

d. be no steeper than one (1) vertical to two (2) horizontal feet unless substantiated data justifying steeper slopes are submitted to, and approved by the Floodplain Administrator; and

e. be used to the extent to which it does not adversely affect adjacent properties.

B. Drainage Facilities

Storm drainage facilities shall be designed to convey the flow of storm water runoff in a safe and efficient manner. The system shall ensure proper drainage along streets, and provide positive drainage away from buildings. The system shall also be designed to prevent the discharge of excess runoff onto adjacent properties.

C. Water and Sanitary Sewer Facilities and Systems

1. All new or replacement water supply and sanitary sewer facilities and systems shall be located, designed and constructed to minimize or eliminate flood damages and the infiltration of flood waters.

2. Sanitary sewer facilities and systems shall be designed to prevent the discharge of untreated sewage into flood waters.

3. No part of any on-site waste disposal system shall be located within any identified floodplain area except in strict compliance with all State and local regulations for such systems. If any such system is permitted, it shall be located so as to avoid impairment to it, or contamination from it, during a flood.

4. The design and construction provisions of the UCC and FEMA #348, "Protecting Building Utilities From Flood Damages" and "The International Private Sewage Disposal Code" shall be utilized.

D. Other Utilities

All other utilities such as gas lines, electrical and telephone systems shall be located, elevated (where possible) and constructed to minimize the chance of impairment during a flood.

E. Streets

The finished elevation of all new streets shall be no more than one (1) foot below the Regulatory Flood Elevation.

F. Storage

All materials that are buoyant, flammable, explosive, or in times of flooding, could be injurious to human, animal, or plant life, and not listed in Section 5.04, Development Which May Endanger Human Life, shall be stored at or above the Regulatory Flood Elevation or floodproofed to the maximum extent possible.

G. Placement of Buildings and Structures

All buildings and structures shall be designed, located, and constructed so as to offer the minimum obstruction to the flow of water and shall be designed to have a minimum effect upon the flow and height of flood water.

H. Anchoring

1. All buildings and structures shall be firmly anchored in accordance with accepted engineering practices to prevent flotation, collapse, or lateral movement.

2. All air ducts, large pipes, storage tanks, and other similar objects or components located below the regulatory flood elevation shall be securely anchored or affixed to prevent flotation.

I. Floors, Walls and Ceilings

1. Wood flooring used at or below the Regulatory Flood Elevation shall be installed to accommodate a lateral expansion of the flooring, perpendicular to the flooring grain without causing structural damage to the building.

2. Plywood used at or below the regulatory flood elevation shall be of a "marine" or "water-resistant" variety.

3. Walls and ceilings at or below the regulatory flood elevation shall be designed and constructed of materials that are "water-resistant" and will withstand inundation.

4. Windows, doors, and other components at or below the regulatory flood elevation shall be made of metal or other "water-resistant" material.

J. Paints and Adhesives

1. Paints and other finishes used at or below the regulatory flood elevation shall be of "marine" or "water-resistant" quality.

2. Adhesives used at or below the regulatory flood elevation shall be of a "marine" or "water-resistant" variety.

3. All wooden components (doors, trim, cabinets, etc.) used at or below the regulatory flood elevation shall be finished with a "marine" or "water-resistant" paint or other finishing material.

K. Electrical Components

1. Electrical distribution panels shall be at least three (3) feet above the base flood elevation.

2. Separate electrical circuits shall serve lower levels and shall be dropped from above.

L. Equipment

Water heaters, furnaces, air conditioning and ventilating units, and other electrical, mechanical or utility equipment or apparatus shallnot be located belowthe regulatory flood elevation.

M. Fuel Supply Systems

All gas and oil supply systems shall be designed to prevent the infiltration of flood waters into the system and discharges from the system into flood waters. Additional provisions shall be made for the drainage of these systems in the event that flood water infiltration occurs.

N. Uniform Construction Code Coordination

The Standards and Specifications contained 34 PA Code (Chapters 401-405), as amended and not limited to the following provisions shall apply to the above and other sections and sub-sections of this ordinance, to the extent that they are more restrictive and

supplement the requirements of this ordinance.

International Building Code (IBC) 2009 or the latest edition thereof:
Secs. 801, 1202, 1403, 1603, 1605, 1612, 3402, and Appendix G.

International Residential Building Code (IRC) 2009 or the latest edition thereof:
Secs. R104, R105, R109, R322, Appendix E, and Appendix J.

Section 5.04 Development Which May Endanger Human Life

Within any Identified Floodplain Area, any structure of the kind described in Subsection A., below, shall be prohibited. No variance shall be granted.

A. In accordance with the Pennsylvania Flood Plain Management Act, and the regulations adopted by the Department of Community and Economic Development as required by the Act, any new or substantially improved structure which:

1. will be used for the production or storage of any of the following dangerous materials or substances; or,

2. will be used for any activity requiring the maintenance of a supply of more than 550 gallons, or other comparable volume, of any of the following dangerous materials or substances on the premises; or,

3. will involve the production, storage, or use of any amount of radioactive substances;

shall be subject to the provisions of this section, in addition to all other applicable provisions. The following list of materials and substances are considered dangerous to human life:

- Acetone
- Ammonia
- Benzene
- Calcium carbide
- Carbon disulfide
- Celluloid
- Chlorine
- Hydrochloric acid
- Hydrocyanic acid
- Magnesium
- Nitric acid and oxides of nitrogen
- Petroleum products (gasoline, fuel oil, etc.)
- Phosphorus
- Potassium
- Sodium
- Sulphur and sulphur products

- Pesticides (including insecticides, fungicides, and rodenticides)
- Radioactive substances, insofar as such substances are not otherwise regulated.

Section 5.05 Special Requirements for Subdivisions and Development

All subdivision proposals and development proposals in Identified Floodplain Areas where base flood elevation data are not available, shall be supported by hydrologic and hydraulic engineering analyses that determine base flood elevations and floodway information. The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision and Letter of Map Revision. Submittal requirements and processing fees shall be the responsibility of the applicant.

Section 5.06 Special Requirements for Manufactured Homes

A. Within any Identified Floodplain Area manufactured homes shall be prohibited. No variance shall be granted.

Section 5.07 Special Requirements for Recreational Vehicles

Within any Identified Floodplain Area recreational vehicles shall be prohibited. If a variance is obtained in accordance with the criteria in Article VIII, then the following provisions apply:

A. Recreational vehicles in Zones A, A1-30, AH and AE must either:

1. be on the site for fewer than 180 consecutive days, and

2. be fully licensed and ready for highway use.

ARTICLE VI. PROHIBITED ACTIVITIES

Section 6.01 General

In accordance with the administrative regulations promulgated by the Department of Community and Economic Development to implement the Pennsylvania Flood Plain Management Act, the following activities shall be prohibited within any Identified Floodplain Area:

A. The commencement of any of the following activities; or the construction, enlargement, or expansion of any structure used, or intended to be used, for any of the following activities:

1. Hospitals

2. Nursing homes

3. Jails or prisons

B. The commencement of, or any construction of, a new manufactured home park or manufactured home subdivision, or substantial improvement to an existing manufactured

home park or manufactured home subdivision.

ARTICLE VII EXISTING STRUCTURES IN IDENTIFIED FLOODPLAIN AREAS

Section 7.01 Existing Structures

The provisions of this Ordinance do not require any changes or improvements to be made to lawfully existing structures. However, when an improvement is made to any existing structure, the provisions of Section 7.02 shall apply.

Section 7.02 Improvements

The following provisions shall apply whenever any improvement is made to an existing structure located within any Identified Floodplain Area:

A. No expansion or enlargement of an existing structure shall be allowed within any Identified Floodplain Area that would cause any increase in BFE. In A Area/District(s), BFEs are determined using the methodology in Section 4.02 C.

B. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure to an extent or amount of fifty (50) percent or more of its market value, shall constitute a substantial improvement and shall be undertaken only in full compliance with the provisions of this Ordinance.

C. The above activity shall also address the requirements of the 34 PA Code, as amended and the 2009 IBC and the 2009 IRC.

D. Within any Floodway Area/District (See Section 4.02 A), no new construction or development shall be allowed, unless the appropriate permit is obtained from the Department of Environmental Protection Regional Office

E. Any modification, alteration, reconstruction, or improvement of any kind to an existing structure, to an extent or amount of less than fifty (50) percent of its market value, shall be elevated and/or floodproofed to the greatest extent possible.

F. Any modification, alteration, reconstruction, or improvement of any kind that meets the definition of "repetitive loss" shall be undertaken only in full compliance with the provisions of this ordinance.

ARTICLE VIII VARIANCES

Section 8.01 General

If compliance with any of the requirements of this Ordinance would result in an exceptional hardship to a prospective builder, developer or landowner, the Township of Wilkins may, upon request, grant relief from the strict application of the requirements.

Section 8.02 Variance Procedures and Conditions

Requests for variances shall be considered by the Township of Wilkins in accordance with the procedures contained in Section 3.11 and the following:

A. No variance shall be granted within any Identified Floodplain Area that would cause any increase in BFE. In A Area/District, BFEs are determined using the methodology in Section 4.02 C.

B. No variance shall be granted for any development regulated by Prohibited Activities: Development Which May Endanger Human Life (Section 5.04), Manufactured Homes (Section 5.06) and Article VI.

C. If granted, a variance shall involve only the least modification necessary to provide relief.

D. In granting any variance, the Township of Wilkins shall attach whatever reasonable conditions and safeguards it considers necessary in order to protect the public health, safety, and welfare, and to achieve the objectives of this Ordinance.

E. Whenever a variance is granted, the Township of Wilkins shall notify the applicant in writing that:

    1. The granting of the variance may result in increased premium rates for flood insurance.

    2. Such variances may increase the risks to life and property.

F. In reviewing any request for a variance, the Township of Wilkins shall consider, at a minimum, the following:

    1. That there is good and sufficient cause.

    2. That failure to grant the variance would result in exceptional hardship to the applicant.

    3. That the granting of the variance will

        a. neither result in an unacceptable or prohibited increase in flood heights, additional threats to public safety, or extraordinary public expense,

        b. nor create nuisances, cause fraud on, or victimize the public, or conflict with any other applicable state or local ordinances and regulations.

G. A complete record of all variance requests and related actions shall be maintained by the Township of Wilkins. In addition, a report of all variances granted during the year shall be included in the annual report to the FEMA.

Notwithstanding any of the above, however, all structures shall be designed and constructed so as to have the capability of resisting the one-percent (1%) annual chance flood.

ARTICLE IX. DEFINITIONS

Section 9.01 General

Unless specifically defined below, words and phrases used in this Ordinance shall be interpreted so as to give this Ordinance its' most reasonable application.

Section 9.02 Specific Definitions

1. Accessory use or structure - a use or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal use or structure.

2. Base flood - a flood which has a one percent chance of being equaled or exceeded in any given year (also called the "100-year flood" or one-percent (1%) annual chance flood).

3. Base flood discharge - the volume of water resulting from a Base Flood as it passes a given location within a given time, usually expressed in cubic feet per second (cfs).

4. Base flood elevation (BFE) - the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30 that indicates the water surface elevation resulting from a flood that has a 1-percent or greater chance of being equaled or exceeded in any given year.

5. Basement - any area of the building having its floor below ground level on all sides.

6. Building - a combination of materials to form a permanent structure having walls and a roof. Included shall be all manufactured homes and trailers to be used for human habitation.

7. Development - any man-made change to improved or unimproved real estate, including but not limited to the construction, reconstruction, renovation, repair, expansion, or alteration of buildings or other structures; the placement of manufactured homes; streets, and other paving; utilities; filling, grading and excavation; mining; dredging; drilling operations; storage of equipment or materials; and the subdivision of land.

8. Existing manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before the effective date of the floodplain management regulations adopted by a community.

9. Expansion to an existing manufactured home park or subdivision – the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

10. Flood - a temporary inundation of normally dry land areas.

11. Flood Insurance Rate Map (FIRM) - the official map on which the Federal Emergency Management Agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

12. Flood Insurance Study (FIS) - the official report provided by the Federal Emergency Management Agency that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

13. Floodplain area - a relatively flat or low land area which is subject to partial or complete inundation from an adjoining or nearby stream, river or watercourse; and/or any area subject to the unusual and rapid accumulation of surface waters from any source.

14. Floodproofing - any combination of structural and nonstructural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

15. Floodway - the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

16. Historic structures – any structure that is:

    a. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

    b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

    c. Individually listed on a state inventory of historic places in states which have been approved by the Secretary of the Interior; or

    d. Individually listed on a local inventory of historic places in communities with historic preservation that have been certified either:

        i. By an approved state program as determined by the Secretary of the Interior or

        ii. Directly by the Secretary of the Interior in states without approved programs.

17. Identified Floodplain Area- this term is an umbrella term that includes all of the areas within which the community has selected to enforce floodplain regulations. It will always include the area identified as the Special Flood Hazard Area on the Flood Insurance Rate Maps and Flood Insurance Study, but may include additional areas

identified by the community. See Sections 4.01 and 4.02 for the specifics on what areas the community has included in the Identified Floodplain Area.

18. Lowest floor - the lowest floor of the lowest fully enclosed area (including basement). An unfinished, flood resistant partially enclosed area, used solely for parking of vehicles, building access, and incidental storage, in an area other than a basement area is not considered the lowest floor of a building, provided that such space is not designed and built so that the structure is in violation of the applicable non-elevation design requirements of this ordinance.

19. Manufactured home - a structure, transportable in one or more sections, which is built on a permanent chassis, and is designed for use with or without a permanent foundation when attached to the required utilities. The term includes park trailers, travel trailers, recreational and other similar vehicles which are placed on a site for more than 180 consecutive days.

20. Manufactured home park or subdivision – a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

21. Minor repair - the replacement of existing work with equivalent materials for the purpose of its routine maintenance and upkeep, but not including the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the exitway requirements; nor shall minor repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, oil, waste, vent, or similar piping, electric wiring, mechanical or other work affecting public health or general safety.

22. New construction - structures for which the start of construction commenced on or after September 26, 2014 and includes any subsequent improvements to such structures. Any construction started after September 29, 1978 and before September 26, 2014 is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

23. New manufactured home park or subdivision – a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

24. Person - an individual, partnership, public or private association or corporation, firm, trust, estate, municipality, governmental unit, public utility or any other legal entity whatsoever, which is recognized by law as the subject of rights and duties.

25. Post-FIRM Structure - is a structure for which construction or substantial improvement occurred after December 31, 1974 or on or after the community's initial Flood Insurance

Rate Map (FIRM) dated September 29, 1978, whichever is later, and, as such, would be required to be compliant with the regulations of the National Flood Insurance Program.

26. Pre-FIRM Structure - is a structure for which construction or substantial improvement occurred on or before December 31, 1974 or before the community's initial Flood Insurance Rate Map (FIRM) dated September 29, 1978, whichever is later, and, as such, would not be required to be compliant with the regulations of the National Flood Insurance Program.

27. Recreational vehicle - a vehicle which is:

    a. built on a single chassis;

    b. not more than 400 square feet, measured at the largest horizontal projections;

    c. designed to be self-propelled or permanently towable by a light-duty truck,

    d. not designed for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

28. Regulatory flood elevation - the base flood elevation (BFE) or estimated flood height as determined using simplified methods plus a freeboard safety factor of one and one-half (1 ½) feet.

29. Repetitive loss – flood related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damages occurred.

30. Special flood hazard area (SFHA) - means an area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. It is shown on the FIRM as Zone A, AO, A1-A30, AE, A99, or, AH.

31. Start of construction - includes substantial improvement and other proposed new development and means the date the Permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days after the date of the permit and shall be completed within twelve (12) months after the date of issuance of the permit unless a time extension is granted, in writing, by the Floodplain Administrator. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufacture home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any

wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

32. Structure – a walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

33. Subdivision - the division or re-division of a lot, tract, or parcel of land by any means into two or more lots, tracts, parcels or other divisions of land including changes in existing lot lines for the purpose, whether immediate or future, of lease, partition by the court for distribution to heirs, or devisees, transfer of ownership or building or lot development: Provided, however, that the subdivision by lease of land for agricultural purposes into parcels of more than ten acres, not involving any new street or easement of access or any residential dwelling, shall be exempted.

34. Substantial damage - damage from any cause sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed fifty (50) percent or more of the market value of the structure before the damage occurred.

35. Substantial improvement - any reconstruction, rehabilitation, addition, or other improvement of a structure, of which the cost equals or exceeds fifty (50) percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage" or "repetitive loss" regardless of the actual repair work performed. The term does not, however, include any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions.

36. Uniform Construction Code (UCC) – The statewide building code adopted by The Pennsylvania General Assembly in 1999 applicable to new construction in all municipalities whether administered by the municipality, a third party or the Department of Labor and Industry. Applicable to residential and commercial buildings, The Code adopted The International Residential Code (IRC) and the International Building Code (IBC), by reference, as the construction standard applicable with the State floodplain construction. For coordination purposes, references to the above are made specifically to various sections of the IRC and the IBC.

37. Variance- A grant of relief by a community from the terms of a floodplain management regulation.

38. Violation - means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in 44 CFR §60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

ARTICLE X. ENACTMENT

Section 10.01 Adoption

This Ordinance shall be effective on September 26, 2014 and shall remain in force until modified, amended or rescinded by Township of Wilkins, Allegheny County, Pennsylvania.

ENACTED AND ADOPTED by the Board of Commissioners this 7th day of July,

2014.

ATTEST:

Township of Wilkins Secretary

BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS

By:

Board of Commissioners Chair

APPROVED, this 7th day of July, 2014, by the Chair of the Board of Commissioners Township of Wilkins

ATTEST:

Township of Wilkins Secretary

Chair of the Board of Commissioners

FILE NOTE:

ORDINANCE NUMBER 1042

ORDINANCE NUMBER 1042 WAS RESCINDED AT THE AUGUST 25, 2014 MEETING OF THE BOARD OF COMMISSIONERS. ORDINANCE NUMBER 1042 INCORRECTLY CATAGORIZED THE PROPOSED BORROWING OF THE TOWNSHIP OF WILKINS FROM PENNVEST. ORDINANCE NUMBER 1043 WAS ADOPTED AT THE AUGUST 25, 2014 MEETING OF THE BOARD AND CORRECTLY IDENTIFIED THAT BORROWING.

TOWNSHIP OF WILKINS
Allegheny County, Pennsylvania

ORDINANCE NO. 1042

AN ORDINANCE INCREASING THE INDEBTEDNESS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, BY THE ISSUE OF A GENERAL OBLIGATION NOTE IN THE AMOUNT OF FIVE HUNDRED AND THIRTY A SEVEN THOUSAND ($537,000.00) DOLLARS FOR SANITARY SEWAGE PURPOSES; FIXING THE FORM, NUMBER, DATE, INTEREST, AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTE; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENT; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE NOTE; AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF.

WHEREAS, it is necessary that the indebtedness of the Township of Wilkins, Allegheny County, Pennsylvania be increased for the following purpose: The construction of a storm water line in the Township of Wilkins; and

WHEREAS, the local government unit has received preliminary realistic cost estimates from professional consultants indicating the sum of Five Hundred and Thirty Seven Thousand ($537,000.00) Dollars will be needed to complete the project; and

WHEREAS, the proposed increase of debt, together with its non-electoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the local government unit debt incurring power, pursuant to constitutional and statutory authority to be exceeded;

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. That the aggregate principal amount of the Note of the Township of Wilkins, Allegheny County, Pennsylvania, proposed to be issued is Five Hundred and Thirty Seven Thousand ($537,000.00) Dollars same to be issued for the foregoing purposes and same to be incurred as non-electoral debt.

SECTION 2. The period of useful life of the improvements for which this obligation is

to be issued is estimated to be in excess of twenty five (25) years.

SECTION 3. Said indebtedness shall be evidenced by one general obligation Note, in fully registered form, in the sum of Five Hundred and Thirty Seven Thousand ($537,000.00) Dollars dated and bearing interest from the earliest date of possible issue of said Note under the statutory time requirements as set forth in the Act of the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of 1978 Session and known as the Local Government Unit Debt Act, at the rate of interest of 1.654% for the first five (5) years and 2.134% the remained of the amortized period, payable on the unpaid balance of said Note on September 9, 2039 during the term of said Note, together with interest on overdue principal, and to the extent permitted by law, on overdue interest, at the rate of 1.654% for the first five (5) years and 2.134% the remained of the amortized period until paid, which Note shall mature in installments on the annual anniversary date of said Note as follows:

(SEE EXHIBIT "A")

The local government unit reserves the right to anticipate any or all installments of principal or any payment of interest at any time prior to the respective payments dates thereof, without notice or penalty.

The principal and interest of said Note shall be payable at the office of the sinking fund depository selected for the Note as hereinafter provided.

SECTION 4. The said Note is hereby declared to be a general obligation of the Township of Wilkins, Allegheny County, Pennsylvania. The local government unit hereby covenants that it shall include the amount of debt service on the Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts to the payment of such debt service; and shall duly and punctually pay or cause to be paid the principal of the Note and the interest thereon at the dates and places and in the manner stated in the Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the Township of Wilkins is hereby irrevocably pledged.

The amounts which the local government unit hereby covenants to pay in each of the following fiscal years on the basis of an interest rate of 1.654% for the first five (5) years and 2.134% the remained of the amortized period.

(SEE EXHIBIT "B")

SECTION 5. The form of said Note shall be substantially as set forth in the attached Exhibit N.

SECTION 6. The said Note shall be executed in the name and under the corporate seal of the local government unit by the Chairman and attested to by the Manager. The Treasurer is hereby authorized and directed to deliver said Note to the purchaser, and receive payment therefor on behalf of the local government unit. The Chairman and Manager of the local government unit are authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act and to take other necessary action, including, if necessary or desirable, any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

MNB050

SECTION 7. PNC Bank is hereby designated as the Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as "Sinking Fund 2014 General Obligation Note" for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Treasurer shall deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the local government unit, withdraw available monies in the Sinking Fund and apply said monies to payment of principal and interest on the obligation.

SECTION 8. The Chairman and Manager of the local government unit are hereby authorized to contract with PNC Bank for its services as Sinking Fund Depository for the Note and paying agent for the same.

SECTION 9. In compliance with Section 8161 of the Act, the members of the governing body have determined that a private sale by negotiation rather than public sale is in the best

financial interest of the local government unit. Therefore, the general obligation Note in the amount of Five Hundred and Thirty Seven Thousand ($537,000.00) Dollars herein authorized to be issued and sold is hereby awarded and sold to Pennsylvania Infrastructure Investment Authority in accordance with its proposal to purchase the said Note at par; provided the said Note is dated the delivery thereof to the Pennsylvania Infrastructure Investment Authority and is in the form set forth in this Ordinance as Exhibit N; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act.

SECTION 10. The action of the proper officers and the advertising of a summary of this Ordinance as required by law in the Tribune Review, a newspaper of general circulation, is ratified and confirmed. The advertisement in said paper of the enactment of the ordinance is hereby directed within fifteen (15) days following the day of final enactment.

SECTION 11. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED by the Board of Commissioners of the Township of Wilkins this 11th day of August, 2014

WITNESS:

By Rebecca Bradley
Rebecca Bradley
Township Manager

TOWNSHIP OF WILKINS

By Sylvia Martinelli
Sylvia Martinelli, President
Board of Commissioners

PENNVEST Funding Offer

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany the offer. You must accept the offer in order to continue on to the settlement checklist and information collection process.

Description

Contact: Rebecca Bradley

Project Number: 02375031402-CS Status: Approved

Project Title: Wilkins Twp - Linhart Area Sewer Separation Project

Company: Township of Wilkins

Funding Offer

Board Approval Date:	4/22/2014
Loan Amount:	$537,000.00
Grant Amount:	$0.00
Estimated Monthly Payments for Years 1 through 5:	$2,629.48
Estimated Monthly Payments for Years 6 through Maturity:	$2,721.63
Amortization Period in Months:	240
Interest Only plus Amortization Period in Months:	(up to) 36
Interest Rate of Loan for Years 1 through 5:	1.654
Interest Rate of Loan for Years 6 through Maturity:	2.134

Cost Break Down

PHASE	PENNVEST	LOCAL	TOTAL
Administrative	$1,000.00	$0.00	$1,000.00
Legal	$14,000.00	$0.00	$14,000.00
Financial/Accounting	$0.00	$0.00	$0.00
Interest	$10,000.00	$0.00	$10,000.00
Engineering	$45,000.00	$45,000.00	$90,000.00
Permits	$0.00	$0.00	$0.00
Lands	$0.00	$0.00	$0.00
Construction	$402,000.00	$248,000.00	$650,000.00
Contingency	$65,000.00	$0.00	$65,000.00
Other	$0.00	$0.00	$0.00
TOTAL	**$537,000.00**	**$293,000.00**	**$830,000.00**

Collateral

Collateral

1. The note of the Township of Wilkins secured by a lien on its sewer revenues.
2. The note of the Township of Wilkins shall also be secured by a pledge of its taxing authority.

Special Conditions

3. Enactment of an ordinance prior to settlement providing that the Township of Wilkins has sufficient rates in place or has provided for the implementation of such rates within three months of the scheduled amortization date as defined at settlement, where such rates shall cover all operational and maintenance costs, the debt service on the PENNVEST Loan and the debt service on all other outstanding debt of the funding recipient.

4. Receipt of the annual audited financial statements of the Township of Wilkins for the term of the PENNVEST loan. Said audited financial statements shall account for the Township's Sewer Operations in a separate Township Enterprise Fund going forward.

Terms And Conditions

General Financial Terms & Conditions

Funding Recipient

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

Funds Availability

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

Repayment

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

Funding Offer Acceptance

Funding Recipient agrees to make every effort to accept this Funding Offer within thirty (30) days from the date the Board approved the funding for this project. In any event, if the Funding Offer is not accepted within forty-nine (49) days from the date the Board approved the funding for this project, the Funding Offer will be withdrawn unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Settlement Date

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred and eighty two (182) days from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a Settlement Date does not occur within two hundred and seventy six days (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

General Financial Terms & Conditions

Collateral

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

Revenue Stream

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream rates.

Payment of Costs

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

Additional Information

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted by the Funding Recipient.

Assignment

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

Modification

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless the Funding Recipient and PENNVEST agree to such change or modification in writing.

General Financial Terms & Conditions

Entire Agreement

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties and to the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

Survival

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and discharged.

Outstanding Financial Assistance

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by the Water Facilities Loan Board or PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

Refinancing

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

Independent Audits

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

Other Obligations

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

General Financial Terms & Conditions

Insurance

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions acceptable to PENNVEST.

Tax-Exempt Financing

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

Automatic Debit/Credit

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

Attorney

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

Conference Calls

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable, shall be available to participate in conference calls with PENNVEST to work through the Settlement process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

General Financial Terms & Conditions

Funds Disbursement Process

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in PENNVEST's funds disbursement process.

Financial Statements

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient shall transmit to PENNVEST its financial statements using PENNVEST's facsimile procedure on the PENNVEST website under Annual Financial Statement / Audit Report Submission. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

a. Shall be prepared by an independent public accounting firm approved by the Authority;

b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as may be applicable;

c. Shall be in a form satisfactory to PENNVEST; and

d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

Confidential Information

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part of any submission to PENNEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b) and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

Right-to-Know Law

a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the "Funding Documents"). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth agency" as provided in the RTKL shall be PENNVEST. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.

b. If PENNVEST needs the Funding Recipient's assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.

c. Upon written notification from PENNVEST that it requires the Funding Recipient's assistance in responding to a request under the RTKL for information that may be in the Funding Recipient's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:

(i) Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient's possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the

RTKL ("Requested Information"), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST's possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

(ii) Provide such other assistance as PENNVEST reasonably may request, in order to comply with the RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

General Financial Terms & Conditions

Nutrient/Environmental Credits

The nutrient credits, or any other marketable environmental credits, (if any) generated as a result of this subsidized funding, as well as any proceeds derived from the subsequent sale of the same, shall be the property of PENNVEST to the extent of the value of the subsidy associated with credit generating project components. Thus a grant, principal forgiveness offer or subsidized interest rate loan shall afford PENNVEST ownership in the credits and proceeds derived therefrom in an amount equal to the grant, principal forgiveness or the present value of the interest rate subsidy provided, to the extent such funds were used to finance credit generating project components, including a proportionate share of indirect costs. At the time of Settlement, once project costs are known based on bids in hand, a preliminary estimate of the value of the subsidy will be calculated and included in the Funding Agreement. Once final project costs are determined, the final value of the subsidy will be calculated by PENNVEST at the time of project closeout. PENNVEST shall have the right to collect nutrient credits, or proceeds of the sale of same, until the end of the useful life of the Project, which date will be included in the Funding Agreement. The end of the useful life of the Project will be calculated by PENNVEST in its sole discretion; however, PENNVEST will use industry standards in making its determination of the useful life of the Project. The Funding Recipient shall take all steps necessary to certify, verify or register any nutrient credits or other credits generated as a result of the Project Funding that are owned by PENNVEST and for which PENNVEST requests such steps to be taken on the part of the Funding Recipient. PENNVEST will reimburse reasonable costs (as determined by PENNVEST) incurred by the Funding Recipient for the actions undertaken to comply with this requirement, provided that there are sufficient revenues accruing to PENNVEST from its ownership interest in these nutrient or other credits. If such revenues are insufficient, PENNVEST, at its discretion, may use other revenues for this purpose. Notwithstanding the foregoing, PENNVEST hereby agrees that the Funding Recipient shall be entitled to retain no less than fifty percent (50%) of all nutrient credits generated in any water compliance year, or no less than fifty percent (50%) of the proceeds derived from the subsequent sale of the same. PENNVEST, in its sole discretion, has the right to claim up to fifty percent (50%) of the nutrient credits generated by the Funding Recipient in any water compliance year, or up to fifty percent (50%) of the proceeds derived from the subsequent sale of the same. If the Funding Recipient desires to sell nutrient credits generated as a result of this Project Funding, the Funding Recipient shall obtain the PENNVEST's prior written consent, at which time PENNVEST will issue a determination as to whether it intends to redeem any nutrient credits, or proceeds of the sale of the same. If the Funding Recipient delivers nutrient credits to PENNVEST, the per-credit value of the nutrient credit shall be equal to the most recent price at which credits of that particular nutrient type and watershed type were sold in PENNVEST's nutrient credit auction, or if that information is not available, the most recent price at which the closest nutrient credit type and watershed type were sold in PENNVEST's nutrient credit auction, as determined by the Authority in its sole discretion.

Construction-Related Terms & Conditions

Construction Start

Funding Recipient agrees that construction shall not be initiated prior to the Settlement Date unless Funding Recipient has obtained prior written authorization from PENNVEST.

Engineering

Funding Recipient agrees, if applicable, to retain a licensed engineer competent to design and/or implement the project and provide construction oversight. Funding Recipient agrees to provide PENNVEST with evidence of such engineer's agreement, including the engineer's total fee to complete the project, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Construction-Related Terms & Conditions

Continuing Education

Funding Recipient agrees to comply with the continuing education requirements set forth in the Pennsylvania Infrastructure Investment Authority Act, March 1, 1988, P.L.82, No. 16, as amended, 35 P.S. § 751.10(j).

Steel Products

Funding Recipient agrees to comply with the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 et seq., in every construction contract awarded for this project.

Real Estate

Prior to Settlement on this Funding Offer, Funding Recipient agrees to acquire all easements, rights-of-way, or other interests in real property needed for the construction of the project, and to have its attorney opine that all real property interests are free and clear of all liens and encumbrances other than those liens and encumbrances which will not adversely interfere with the project. If property interests are being acquired through condemnation and appeal rights have not been waived, PENNVEST will not conduct Settlement until the appeal period has expired and any preliminary objections have been satisfactorily resolved. If PENNVEST assumes an interest in real estate as a part of its collateral securing the PENNVEST funding, Funding Recipient agrees to obtain an appraisal and survey of the real estate and title insurance on the real estate on terms and conditions satisfactory to PENNVEST.

Permits

Funding Recipient agrees to obtain all permits needed for the construction of the project prior to Settlement on this Funding Offer. PENNVEST will not conduct Settlement until all appeal periods for such permits have expired. If an appeal is filed, PENNVEST, in its sole discretion, may choose not to conduct Settlement on this Funding Offer until the appeal is satisfactorily resolved.

Compliance

Funding Recipient agrees to comply with all local, state and federal statutes, regulations, and permit requirements applicable to the construction of the project and the operation of the project or system of which the project is a component part.

Bid Requirement

Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal".

Construction-Related Terms & Conditions

Construction Contracts

Funding Recipient agrees to enter into written contracts with parties constructing the project and to require insurance, performance bonds and payment bonds covering the work to be performed. Funding Recipient agrees to provide PENNVEST with evidence of such contracts, insurance and bonds, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Performance Certification

On the one-year anniversary of completion of the project, Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer or other designated professional that the design, construction, maintenance and operation of the project system is consistent with the plans and specifications, as approved by PENNVEST and DEP.

Brownfields Projects

If the project receiving PENNVEST funding is being performed on a Brownfields site, then Funding Recipient shall certify and provide evidence satisfactory to PENNVEST that the purpose of the Brownfields project is to encourage the cleanup or reuse of contaminated property pursuant to Pennsylvania's Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S § 6026.101 et seq., as administered under the Pennsylvania Department of Environmental Protection ("DEP") Land Recycling Program. Such evidence shall include, but not be limited to, DEP review and approval of the project under Act 2 standards and DEP review and approval of the means and methods of remediation at the time of application, DEP review and approval of any changes in the means and methods of remediation at the time of Settlement and DEP review of the completed remediation project and release of the Funding Recipient from liability at the time of project completion. For purposes of this Funding Offer, the term construction includes remediation work on Brownfields sites.

Funding Additional Costs of Construction

Prior to Settlement on this Funding Offer, Funding Recipient agrees to provide evidence to PENNVEST of all other sources of funding which will be used to finance any portion of the construction costs for this project. Funding Recipient further acknowledges that this Funding Offer does not obligate PENNVEST to finance any increase in the cost of the construction for this project.

Project Scope

Funding Recipient agrees not to change the scope of the project as presented to PENNVEST in its application, and any associated plans and specifications, without the express written consent of PENNVEST. If prior to Settlement a change of scope affects the project priority ranking previously assigned to this project to the extent that it would not have been approved by the PENNVEST Board of Directors, this Funding Offer, and any acceptance thereof, shall be null and void.

Construction-Related Terms & Conditions

Nonpoint Source and Estuary Protection Projects

If the project receiving PENNVEST funding is a nonpoint source or estuary protection project, then Funding Recipient shall construct or maintain the nonpoint source or estuary protection project contemplated herein, in order to comply with 25 Pa. Code §965.3. In the event the Funding Recipient maintains the project, or employs an agent to maintain the project on its behalf, such maintenance shall be for the useful life of the equipment or asset, or the life of the loan (if applicable), whichever is greater.

Cost-effectiveness Analysis

If prior to Settlement, PENNVEST determines that the nutrient discharge problem to be alleviated by the project being funded by this Funding Offer can be more cost-effectively achieved through the purchase of nutrient credits, then PENNVEST reserves the right, in its sole discretion, to modify the terms and conditions of this Funding Offer to accommodate the purchase of nutrient credits.

Management Terms & Conditions

Discrimination

Funding Recipient agrees not to discriminate on the basis of race, color, religious creed, ancestry, age, sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities funded by this Funding Offer, and shall be in compliance with the Pennsylvania Human Relations Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.

Contractor Responsibility

Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Funding Recipient certifies that neither Funding Recipient nor any contractor or supplier providing services on this project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Funding Recipient further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the term of the agreement with PENNVEST for financial assistance, Funding Recipient agrees to notify PENNVEST within 15 days. Moreover, Funding Recipient agrees that failure to provide such notice shall constitute a default of the agreement. Funding Recipient agrees to be responsible for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Funding Recipient or a contractor providing services on this project.

Contractor Integrity

Funding Recipient agrees to comply, and to require compliance by any contractors providing services on this project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.

Management Terms & Conditions

Inspection/Audit

Funding Recipient agrees that PENNVEST, or its agents and representatives, shall have the right to inspect the project and audit the financial condition of Funding Recipient at any and all reasonable times. Funding Recipient further agrees to allow PENNVEST, or its agents and representatives, to examine and make copies of its drawing, plans, books, records, accounting data and other documents pertaining to the project or the financial condition of Funding Recipient.

Default

Funding Recipient agrees that PENNVEST, upon the occurrence of any of the following events, may declare Funding Recipient in default and exercise any available rights or remedies as PENNVEST deems necessary and appropriate:

a. Material Change. A material adverse change in conditions represented to PENNVEST at or prior to Settlement on this Funding Offer relating to: (1) the financial condition of the Funding Recipient or any guarantor, (2) the Funding Recipient's ownership interest in or physical condition of the real property required for the project, or (3) the nature/scope of the project; or

b. Bankruptcy. The filing by or against the Funding Recipient or any guarantor of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee; or the making by the Funding Recipient or any guarantor of an assignment for the benefit of creditors, or in the event of any similar act or ordinance.

c. Suspension/Debarment. Failure to notify PENNVEST within 15 days of any suspension or debarment of the Funding Recipient, its contractors or suppliers by the Commonwealth of Pennsylvania, any other state or the federal government, or failure to notify PENNVEST within 15 days of any delinquent tax liability or other Commonwealth obligation of the Funding Recipient.

This provision shall apply from the date of the issuance of this Funding Offer through the Settlement Date.

Public Relations, Lobbying, Litigation

Funding Recipient agrees not to use funds provided through this offer for the purpose of public relations, outreach not directly related to project implementation, communications, lobbying or litigation costs.

On behalf of the PENNVEST Board, I Paul Marchetti, am hereby authorized to make this Funding Offer.

Paul Marchetti

Paul Marchetti
Executive Director, PENNVEST

Disclaimer

PENNVEST recognizes that there may be aspects of this offer that the applicant may need to discuss during the loan closing process. In particular, the applicant may wish to request modifications to some of the terms and conditions contained in this offer. By signing this offer, the applicant is not precluded from raising such issues and making such requests during the loan closing process. PENNVEST will consider the merits of any such issues that the applicant raises during this process.

Signature

By signing below,

Signor is an authorized signatory for the Funding Recipient.
Signor, on behalf of the Funding Recipient, hereby accepts the funding offer.
Signor, on behalf of the Funding Recipient, hereby accepts and agrees to the use of electronic signature as a legal and binding signature.

Signature Rebecca Bradley
Signed By: Rebecca Bradley
Date Signed: 5/13/2014 12:01:29 PM
2e18248d-c049-4e0e-9169-aa6fd8cb833d

Date 5/13/2014

Township of Wilkins

Allegheny County, Pennsylvania

Report on Self-Liquidating Debt of the Township of Wilkins with Respect to PENNVEST Loan Number 27681

August 2014

CHESTER ENGINEERS

Township of Wilkins
Allegheny County, Pennsylvania

Report on Self-Liquidating Debt of the Township of Wilkins with Respect to PENNVEST Loan Number 27681

August 2014

Prepared by: Ann Scott

Approved by: Robert L. Arnold, P.E.

Project No.: 12-6500-MC-A-06

CHESTER ENGINEERS

1555 Coraopolis Heights Road - Moon Township, PA 15108
412-809-6600 - Fax 412-809-6611

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA
REPORT OF CONSULTING ENGINEERS

Wilkins Township (Township) owns, operates and maintains a combined sanitary sewer system, the majority of which was constructed in the early 1900's. The Township is currently under a Consent Order and Agreement (COA) with the Pennsylvania Department of Environmental Protection (PADEP) and the Allegheny County Health Department (ACHD). The intent of the COA is to reduce the frequency and volume of Combined Sewer Overflows (CSO's); and reduce hydraulic overloads at the Allegheny County Sanitary Authority's (ALCOSAN) CSO structures and Wastewater Treatment Plant (WWTP). Wastewater from the Township is ultimately conveyed to the ALCOSAN WWTP for treatment.

The Linhart Area Sewershed is the oldest and only remaining combined sewer in the Township. The separation of the sewers in the Linhart neighborhood is part of the Township's long-term strategy to eliminate wet weather sewage overflows. This entire area is tributary to two existing Combined Sewer Overflows (CSOs), designated as CSO#1 and CSO#2 (also designated by ALCOSAN as TR-03). The project will separate the sewers tributary to CSO#2 (TR-03) and eliminate the CSO.

This project was initiated to coincide with a parallel project to be undertaken by the PADEP's Bureau of Abandoned Mine Reclamation (BAMR). The purpose of the BAMR project is to eliminate the seepage of abandoned mine drainage (AMD) onto the ground surface and into the basements of homes in the vicinity of 612 and 614 Highland Avenue, which are in the northwest portion of the sewershed. The intent of the BAMR project is to collect and convey AMD through the installation of foundation drains and other storm piping.

The separation project includes the installation of approximately 2,400 linear feet of 8-inch PVC sanitary sewer and 23 manholes, installation of approximately 830 linear feet of 12-inch storm sewer, 4 inlets and 7 manholes and completing disconnections between the sanitary and storm sewer. The project will eliminate the CSO#2 (TR-03) structure that discharges directly to Thompson Run Creek and reduce groundwater inflow and infiltration into the downstream sanitary sewer system. The separation project is designed such that minimal work will need to be done to the existing system while the new sanitary sewer is being constructed. The total project cost is $830,000, with $293,000 in BAMR Grant and a total PENNVEST Application of $537,000.

On April 22, 2014, the Pennsylvania Infrastructure Investment Authority (PENNVEST) Board approved the Township's application for the Linhart Area Sewer Separation Project, and provided a funding offer in the form of a loan in the total amount of $537,000 at an interest rate of 1.674 percent for years 1 through 5 and 2.134 percent for

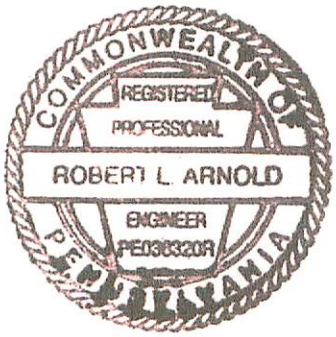
years 6 to maturity (20 years). Collateral for the loan includes: 1) The note of the Township of Wilkins secured by a lien on its sewer revenues. 2. The note of the Township of Wilkins shall also be secured by a pledge of its taxing authority.

This letter is pursuant to Section 8026 of the Local Government Unit Debt Act, Exclusion of self-liquidating debt and provides the following information as required;

1. The Township of Wilkins advertised bids for the Linhart Area Sewer Separation Project on July 28, 2014, and received bids on August 8, 2014. The total bid value for construction for the project is $648,735.00. The estimated engineer cost for construction on this project was $650,000. PENNVEST Loan - $537,000 plus the BAMR Grant - $293,000 shall be sufficient to cover the Total Project cost of $830,000.
2. The Debt Obligation, as pursuant to the Funding Offer by PENNVEST to the Funding Recipient (Township of Wilkins) in connection with the Linhart Area Sewer Separation Project, is a maximum principal amount of $537,000.
3. The estimated monthly amount of the debt service – Years 1 through 5 is $2,629.48 ($31,553.76/year); Years 6 through maturity (20 years) is $2,721.63 ($32,659.56/year).
4. The estimated date of construction completion for the project is June 1, 2015.
5. The "Summary of Budgeted and Projected Revenues and Expenses" is attached hereto as Exhibit A. The Township of Wilkins Township assesses a basic service fee of $2.50 per one-thousand gallons of water used. The Township estimates that this fee schedule will be sufficient to pay scheduled principal and interest payments as they become due. The Township will initiate principal and interest payments on May 1, 2015. The amortization schedule is attached hereto as Exhibit C. It is anticipated that the Township will raise sewer usage charges to cover the maximum annual debt services, if such action becomes necessary. These estimates are specifically conditioned on the following assumptions:
   a. There are at least 3,194 EDUs connected to the sewer system.
   b. The average annual residential sewer bill will be at least $303.40.
   c. Operating expenses will increase at a rate of 2.0% per year and ALCOSAN charges will increase at a rate of 5% per year.
   d. The Township levies and collects a sewer charge of: $2.50 per thousand gallons.
   e. The Township will increase the customer base fee or sewage usage rate to cover the maximum annual debt services increases and operating cost increases, if such action becomes necessary.

To the extent that any of the above assumptions are not realized, the net sewer use revenues available, as shown in the attached Exhibit A, will be affected.

IN WITNESS WHEREOF, I hereunto set me hand and affix my registered Professional Engineers Seal, Certificate Number PE-038320R-E, on this 12th day of August 2014.



Chester Engineers
1555 Coraopolis Heights Road
Moon Township, Pennsylvania 15108

Robert L. Arnold, P.E.
Project Manager

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA
CERTIFICATE OF PROFESSIONAL ENGINEER REGARDING SELF-LIQUIDATING DEBT

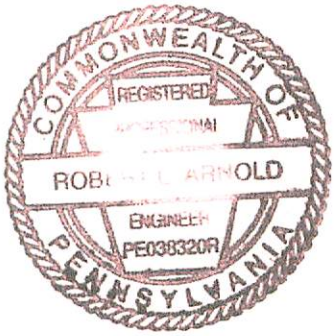
I, the undersigned, a Project Manager for Chester Engineers, hereby certify that the projections of net sewer revenues to be obtained from the sewer system of the Township of Wilkins, hereafter referred to as the Township, have been computed from my best estimate of the gross revenues to be obtained from the rates authorized to be imposed by the Township based on the number of customers to the sewers system and by deducting from such revenues, the total estimated cost of operation and maintenance of the sewer system. I deem the assumptions upon which such computations have been made to be reasonable for such purposes. I further certify that:

1. Chester Engineers is the consulting engineer to the Township of Wilkins and is qualified to act with regard to the type of project being financed by the Authority.
2. I am a registered professional engineer, duly qualified and licensed under the laws of the Commonwealth of Pennsylvania, and a Project Manager for Chester Engineers, having its principal office at 1555 Coraopolis Heights Road, Moon Township, Pennsylvania 15108 and I am authorized to make such certifications on behalf of such corporation.
3. I have read and am familiar with Section 206 of the "Local Unit Debt Act", pertaining to self liquidating debt.
4. I am familiar with the operation and maintenance costs of sewer systems similar to the one being owned by the Township.
5. The total Project Cost for the Linhart Area Sewer Separation Project is $830,000; PENNVEST Loan is $537,000 and a grant has been received in the amount of $293,000 from the Pennsylvania Department of Environmental Protection - Bureau of Abandoned Mine Reclamation.
6. The maximum amount of the PENNVEST loan is $537,000.
7. I am of the opinion that the principal amount of $537,000 is self-liquidating and can be repaid from annual sewer use revenues to be received by the Township after deducting the costs of normal operation and maintenance.
8. My professional experience covers a period of 30 years as a consulting engineer and covers a wide range of projects from both public agencies and private clients. As a consulting engineer, my professional opinions have been

accepted by fiscal advisors, bond lawyers, and trustee banks without exception.

9. I further certify that I am delivering this certificate in accordance with the provision of the "Local Government Unit Debt Act".

IN WITNESS WHEREOF, I have executed this document on behalf of the firm, on this 12th day of August, 2014.



Chester Engineers
1555 Coraopolis Heights Road
Moon Township, Pennsylvania 15108

Robert L. Arnold, P.E.
Project Manager

EXHIBIT A

SUMMARY OF BUDGETED AND PROJECTED REVENUES AND EXPENSES

EXHIBIT B

TOWNSHIP OF WILKINS
Allegheny County, Pennsylvania

SUMMARY OF BUDGETED AND PROJECTED
REVENUE AND EXPENSES
FISCAL YEARS 2015 THROUGH 2035
(All Figures in Dollars)

Year		Revenues: Sewer Revenues (1)	Revenues: Other Revenues	Revenues: Previous Carryover	Gross Revenue	Operating Expenses Less Expenses (3)	ALCOSAN Sewage Treatment (3)	Net Revenue Prior to Debt Service	Annual Debt Service	Net Revenues
2015	*	1,470,000	1,000	0	1,471,000	250,000	934,650	286,350	0	286,350
2016		1,470,000	1,200	286,350	1,757,550	400,000	1,005,000	352,550	31,554	320,996
2017		1,470,000	1,400	320,996	1,792,396	408,000	1,055,250	329,146	31,554	297,592
2018		1,470,000	1,600	297,592	1,769,192	418,200	1,086,908	264,085	31,554	232,531
2019		1,625,000	1,800	232,531	1,859,331	428,655	1,119,515	311,161	31,554	279,607
2020		1,625,000	2,000	279,607	1,906,607	439,371	1,153,100	314,135	31,554	282,581
2021		1,625,000	2,200	282,581	1,909,781	450,356	1,187,693	271,732	32,660	239,072
2022		1,625,000	2,400	239,072	1,866,472	461,615	1,223,324	181,534	32,660	148,874
2023		1,800,000	2,600	148,874	1,951,474	473,155	1,260,024	218,295	32,660	185,635
2024		1,800,000	2,800	185,635	1,988,435	484,984	1,297,824	205,627	32,660	172,967
2025		1,800,000	3,000	172,967	1,975,967	497,108	1,336,759	142,100	32,660	109,440
2026		1,800,000	3,200	109,440	1,912,640	509,536	1,376,862	26,242	32,660	(6,418)
2027		1,980,000	3,400	(6,418)	1,976,982	522,274	1,418,168	36,539	32,660	3,879
2028		1,980,000	3,600	3,879	1,987,479	535,331	1,460,713	(8,565)	32,660	(41,225)
2029		1,980,000	3,800	(41,225)	1,942,575	548,715	1,504,534	(110,674)	32,660	(143,334)
2030		1,980,000	4,000	(143,334)	1,840,666	562,433	1,549,670	(271,436)	32,660	(304,096)
2031		2,250,000	4,200	(304,096)	1,950,104	576,493	1,596,160	(222,550)	32,660	(255,210)
2032		2,250,000	4,400	(255,210)	1,999,190	590,906	1,644,045	(235,761)	32,660	(268,421)
2033		2,500,000	4,800	(268,421)	2,236,379	605,678	1,693,366	(62,665)	32,660	(95,325)
2034		2,500,000	5,000	(95,325)	2,409,675	620,820	1,744,167	44,687	32,660	12,027
2035		2,500,000	5,200	12,027	2,517,227	636,341	1,796,492	84,394	32,660	51,734

* - Based upon December 2012 Audited figures
(1) - Assumes a 10% increase in sewer rates approximately every four years - 2019, 2023, 2027, 2031, 2033
(2) - Assumes 2.0% Annual Increase in Operating Expenses
(3) - Assumes 5% Annual Increase for Sewage Treatment (ALCOSAN)
ALCOSAN entered into their own Consent Order with the EPA and significant increases in rates are anticiapted.

EXHIBIT B

PENNVEST FUNDING OFFER

PENNVEST Funding Offer

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany the offer. You must accept the offer in order to continue on to the settlement checklist and information collection process.

Description

Contact: Rebecca Bradley

Project Number: 02375031402-CS Status: Approved

Project Title: Wilkins Twp - Linhart Area Sewer Separation Project

Company: Township of Wilkins

Funding Offer

Board Approval Date:	4/22/2014
Loan Amount:	$537,000.00
Grant Amount:	$0.00
Estimated Monthly Payments for Years 1 through 5:	$2,629.48
Estimated Monthly Payments for Years 6 through Maturity:	$2,721.63
Amortization Period in Months:	240
Interest Only plus Amortization Period in Months:	(up to) 36
Interest Rate of Loan for Years 1 through 5:	1.654
Interest Rate of Loan for Years 6 through Maturity:	2.134

Cost Break Down

PHASE	PENNVEST	LOCAL	TOTAL
Administrative	$1,000.00	$0.00	$1,000.00
Legal	$14,000.00	$0.00	$14,000.00
Financial/Accounting	$0.00	$0.00	$0.00
Interest	$10,000.00	$0.00	$10,000.00
Engineering	$45,000.00	$45,000.00	$90,000.00
Permits	$0.00	$0.00	$0.00
Lands	$0.00	$0.00	$0.00
Construction	$402,000.00	$248,000.00	$650,000.00
Contingency	$65,000.00	$0.00	$65,000.00
Other	$0.00	$0.00	$0.00
TOTAL	**$537,000.00**	**$293,000.00**	**$830,000.00**

Collateral

Collateral

1. The note of the Township of Wilkins secured by a lien on its sewer revenues.
2. The note of the Township of Wilkins shall also be secured by a pledge of its taxing authority.

Special Conditions

3. Enactment of an ordinance prior to settlement providing that the Township of Wilkins has sufficient rates in place or has provided for the implementation of such rates within three months of the scheduled amortization date as defined at settlement, where such rates shall cover all operational and maintenance costs, the debt service on the PENNVEST Loan and the debt service on all other outstanding debt of the funding recipient.

4. Receipt of the annual audited financial statements of the Township of Wilkins for the term of the PENNVEST loan. Said audited financial statements shall account for the Township's Sewer Operations in a separate Township Enterprise Fund going forward.

Terms And Conditions

General Financial Terms & Conditions

Funding Recipient

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

Funds Availability

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

Repayment

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

Funding Offer Acceptance

Funding Recipient agrees to make every effort to accept this Funding Offer within thirty (30) days from the date the Board approved the funding for this project. In any event, if the Funding Offer is not accepted within forty-nine (49) days from the date the Board approved the funding for this project, the Funding Offer will be withdrawn unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Settlement Date

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred and eighty two (182) days from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a Settlement Date does not occur within two hundred and seventy six days (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

General Financial Terms & Conditions

Collateral

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

Revenue Stream

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream rates.

Payment of Costs

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

Additional Information

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted by the Funding Recipient.

Assignment

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

Modification

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless the Funding Recipient and PENNVEST agree to such change or modification in writing.

General Financial Terms & Conditions

Entire Agreement

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties and to the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

Survival

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and discharged.

Outstanding Financial Assistance

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by the Water Facilities Loan Board or PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

Refinancing

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

Independent Audits

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

Other Obligations

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

General Financial Terms & Conditions

Insurance

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions acceptable to PENNVEST.

Tax-Exempt Financing

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

Automatic Debit/Credit

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

Attorney

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

Conference Calls

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable, shall be available to participate in conference calls with PENNVEST to work through the Settlement process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

General Financial Terms & Conditions

Funds Disbursement Process

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in PENNVEST's funds disbursement process.

Financial Statements

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient shall transmit to PENNVEST its financial statements using PENNVEST's facsimile procedure on the PENNVEST website under Annual Financial Statement / Audit Report Submission. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

a. Shall be prepared by an independent public accounting firm approved by the Authority;

b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as may be applicable;

c. Shall be in a form satisfactory to PENNVEST; and

d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

Confidential Information

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part of any submission to PENNEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b) and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

Right-to-Know Law

a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the "Funding Documents"). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth agency" as provided in the RTKL shall be PENNVEST. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.

b. If PENNVEST needs the Funding Recipient's assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.

c. Upon written notification from PENNVEST that it requires the Funding Recipient's assistance in responding to a request under the RTKL for information that may be in the Funding Recipient's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:

(i) Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient's possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the

RTKL ("Requested Information"), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST's possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

(ii) Provide such other assistance as PENNVEST reasonably may request, in order to comply with the RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

General Financial Terms & Conditions

Nutrient/Environmental Credits

The nutrient credits, or any other marketable environmental credits, (if any) generated as a result of this subsidized funding, as well as any proceeds derived from the subsequent sale of the same, shall be the property of PENNVEST to the extent of the value of the subsidy associated with credit generating project components. Thus a grant, principal forgiveness offer or subsidized interest rate loan shall afford PENNVEST ownership in the credits and proceeds derived therefrom in an amount equal to the grant, principal forgiveness or the present value of the interest rate subsidy provided, to the extent such funds were used to finance credit generating project components, including a proportionate share of indirect costs. At the time of Settlement, once project costs are known based on bids in hand, a preliminary estimate of the value of the subsidy will be calculated and included in the Funding Agreement. Once final project costs are determined, the final value of the subsidy will be calculated by PENNVEST at the time of project closeout. PENNVEST shall have the right to collect nutrient credits, or proceeds of the sale of same, until the end of the useful life of the Project, which date will be included in the Funding Agreement. The end of the useful life of the Project will be calculated by PENNVEST in its sole discretion; however, PENNVEST will use industry standards in making its determination of the useful life of the Project. The Funding Recipient shall take all steps necessary to certify, verify or register any nutrient credits or other credits generated as a result of the Project Funding that are owned by PENNVEST and for which PENNVEST requests such steps to be taken on the part of the Funding Recipient. PENNVEST will reimburse reasonable costs (as determined by PENNVEST) incurred by the Funding Recipient for the actions undertaken to comply with this requirement, provided that there are sufficient revenues accruing to PENNVEST from its ownership interest in these nutrient or other credits. If such revenues are insufficient, PENNVEST, at its discretion, may use other revenues for this purpose. Notwithstanding the foregoing, PENNVEST hereby agrees that the Funding Recipient shall be entitled to retain no less than fifty percent (50%) of all nutrient credits generated in any water compliance year, or no less than fifty percent (50%) of the proceeds derived from the subsequent sale of the same. PENNVEST, in its sole discretion, has the right to claim up to fifty percent (50%) of the nutrient credits generated by the Funding Recipient in any water compliance year, or up to fifty percent (50%) of the proceeds derived from the subsequent sale of the same. If the Funding Recipient desires to sell nutrient credits generated as a result of this Project Funding, the Funding Recipient shall obtain the PENNVEST's prior written consent, at which time PENNVEST will issue a determination as to whether it intends to redeem any nutrient credits, or proceeds of the sale of the same. If the Funding Recipient delivers nutrient credits to PENNVEST, the per-credit value of the nutrient credit shall be equal to the most recent price at which credits of that particular nutrient type and watershed type were sold in PENNVEST's nutrient credit auction, or if that information is not available, the most recent price at which the closest nutrient credit type and watershed type were sold in PENNVEST's nutrient credit auction, as determined by the Authority in its sole discretion.

Construction-Related Terms & Conditions

Construction Start

Funding Recipient agrees that construction shall not be initiated prior to the Settlement Date unless Funding Recipient has obtained prior written authorization from PENNVEST.

Engineering

Funding Recipient agrees, if applicable, to retain a licensed engineer competent to design and/or implement the project and provide construction oversight. Funding Recipient agrees to provide PENNVEST with evidence of such engineer's agreement, including the engineer's total fee to complete the project, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Construction-Related Terms & Conditions

Continuing Education

Funding Recipient agrees to comply with the continuing education requirements set forth in the Pennsylvania Infrastructure Investment Authority Act, March 1, 1988, P.L.82, No. 16, as amended, 35 P.S. § 751.10(j).

Steel Products

Funding Recipient agrees to comply with the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 et seq., in every construction contract awarded for this project.

Real Estate

Prior to Settlement on this Funding Offer, Funding Recipient agrees to acquire all easements, rights-of-way, or other interests in real property needed for the construction of the project, and to have its attorney opine that all real property interests are free and clear of all liens and encumbrances other than those liens and encumbrances which will not adversely interfere with the project. If property interests are being acquired through condemnation and appeal rights have not been waived, PENNVEST will not conduct Settlement until the appeal period has expired and any preliminary objections have been satisfactorily resolved. If PENNVEST assumes an interest in real estate as a part of its collateral securing the PENNVEST funding, Funding Recipient agrees to obtain an appraisal and survey of the real estate and title insurance on the real estate on terms and conditions satisfactory to PENNVEST.

Permits

Funding Recipient agrees to obtain all permits needed for the construction of the project prior to Settlement on this Funding Offer. PENNVEST will not conduct Settlement until all appeal periods for such permits have expired. If an appeal is filed, PENNVEST, in its sole discretion, may choose not to conduct Settlement on this Funding Offer until the appeal is satisfactorily resolved.

Compliance

Funding Recipient agrees to comply with all local, state and federal statutes, regulations, and permit requirements applicable to the construction of the project and the operation of the project or system of which the project is a component part.

Bid Requirement

Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal".

Construction-Related Terms & Conditions

Construction Contracts

Funding Recipient agrees to enter into written contracts with parties constructing the project and to require insurance, performance bonds and payment bonds covering the work to be performed. Funding Recipient agrees to provide PENNVEST with evidence of such contracts, insurance and bonds, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Performance Certification

On the one-year anniversary of completion of the project, Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer or other designated professional that the design, construction, maintenance and operation of the project system is consistent with the plans and specifications, as approved by PENNVEST and DEP.

Brownfields Projects

If the project receiving PENNVEST funding is being performed on a Brownfields site, then Funding Recipient shall certify and provide evidence satisfactory to PENNVEST that the purpose of the Brownfields project is to encourage the cleanup or reuse of contaminated property pursuant to Pennsylvania's Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S § 6026.101 et seq., as administered under the Pennsylvania Department of Environmental Protection ("DEP") Land Recycling Program. Such evidence shall include, but not be limited to, DEP review and approval of the project under Act 2 standards and DEP review and approval of the means and methods of remediation at the time of application, DEP review and approval of any changes in the means and methods of remediation at the time of Settlement and DEP review of the completed remediation project and release of the Funding Recipient from liability at the time of project completion. For purposes of this Funding Offer, the term construction includes remediation work on Brownfields sites.

Funding Additional Costs of Construction

Prior to Settlement on this Funding Offer, Funding Recipient agrees to provide evidence to PENNVEST of all other sources of funding which will be used to finance any portion of the construction costs for this project. Funding Recipient further acknowledges that this Funding Offer does not obligate PENNVEST to finance any increase in the cost of the construction for this project.

Project Scope

Funding Recipient agrees not to change the scope of the project as presented to PENNVEST in its application, and any associated plans and specifications, without the express written consent of PENNVEST. If prior to Settlement a change of scope affects the project priority ranking previously assigned to this project to the extent that it would not have been approved by the PENNVEST Board of Directors, this Funding Offer, and any acceptance thereof, shall be null and void.

Construction-Related Terms & Conditions

Nonpoint Source and Estuary Protection Projects

If the project receiving PENNVEST funding is a nonpoint source or estuary protection project, then Funding Recipient shall construct or maintain the nonpoint source or estuary protection project contemplated herein, in order to comply with 25 Pa. Code §965.3. In the event the Funding Recipient maintains the project, or employs an agent to maintain the project on its behalf, such maintenance shall be for the useful life of the equipment or asset, or the life of the loan (if applicable), whichever is greater.

Cost-effectiveness Analysis

If prior to Settlement, PENNVEST determines that the nutrient discharge problem to be alleviated by the project being funded by this Funding Offer can be more cost-effectively achieved through the purchase of nutrient credits, then PENNVEST reserves the right, in its sole discretion, to modify the terms and conditions of this Funding Offer to accommodate the purchase of nutrient credits.

Management Terms & Conditions

Discrimination

Funding Recipient agrees not to discriminate on the basis of race, color, religious creed, ancestry, age, sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities funded by this Funding Offer, and shall be in compliance with the Pennsylvania Human Relations Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.

Contractor Responsibility

Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Funding Recipient certifies that neither Funding Recipient nor any contractor or supplier providing services on this project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Funding Recipient further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the term of the agreement with PENNVEST for financial assistance, Funding Recipient agrees to notify PENNVEST within 15 days. Moreover, Funding Recipient agrees that failure to provide such notice shall constitute a default of the agreement. Funding Recipient agrees to be responsible for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Funding Recipient or a contractor providing services on this project.

Contractor Integrity

Funding Recipient agrees to comply, and to require compliance by any contractors providing services on this project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.

Management Terms & Conditions

Inspection/Audit

Funding Recipient agrees that PENNVEST, or its agents and representatives, shall have the right to inspect the project and audit the financial condition of Funding Recipient at any and all reasonable times. Funding Recipient further agrees to allow PENNVEST, or its agents and representatives, to examine and make copies of its drawing, plans, books, records, accounting data and other documents pertaining to the project or the financial condition of Funding Recipient.

Default

Funding Recipient agrees that PENNVEST, upon the occurrence of any of the following events, may declare Funding Recipient in default and exercise any available rights or remedies as PENNVEST deems necessary and appropriate:

a. Material Change. A material adverse change in conditions represented to PENNVEST at or prior to Settlement on this Funding Offer relating to: (1) the financial condition of the Funding Recipient or any guarantor, (2) the Funding Recipient's ownership interest in or physical condition of the real property required for the project, or (3) the nature/scope of the project; or

b. Bankruptcy. The filing by or against the Funding Recipient or any guarantor of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee; or the making by the Funding Recipient or any guarantor of an assignment for the benefit of creditors, or in the event of any similar act or ordinance.

c. Suspension/Debarment. Failure to notify PENNVEST within 15 days of any suspension or debarment of the Funding Recipient, its contractors or suppliers by the Commonwealth of Pennsylvania, any other state or the federal government, or failure to notify PENNVEST within 15 days of any delinquent tax liability or other Commonwealth obligation of the Funding Recipient.

This provision shall apply from the date of the issuance of this Funding Offer through the Settlement Date.

Public Relations, Lobbying, Litigation

Funding Recipient agrees not to use funds provided through this offer for the purpose of public relations, outreach not directly related to project implementation, communications, lobbying or litigation costs.

On behalf of the PENNVEST Board, I Paul Marchetti, am hereby authorized to make this Funding Offer.

Paul Marchetti
Executive Director, PENNVEST

Disclaimer

PENNVEST recognizes that there may be aspects of this offer that the applicant may need to discuss during the loan closing process. In particular, the applicant may wish to request modifications to some of the terms and conditions contained in this offer. By signing this offer, the applicant is not precluded from raising such issues and making such requests during the loan closing process. PENNVEST will consider the merits of any such issues that the applicant raises during this process.

Signature

By signing below,

Signor is an authorized signatory for the Funding Recipient.
Signor, on behalf of the Funding Recipient, hereby accepts the funding offer.
Signor, on behalf of the Funding Recipient, hereby accepts and agrees to the use of electronic signature as a legal and binding signature.

Signature Rebecca Bradley
Signed By: Rebecca Bradley
Date Signed: 5/13/2014 12:01:29 PM
2e18248d-c049-4e0e-9169-aa6fd8cb833d

Date 5/13/2014

EXHIBIT C

AMORTIZATION SCHEDULE

PENNVEST

Ann Scott
(Borrower's Engineer)

PENNVEST Website | Return to Portal | Home | Contact Us | Logout

Online Funding Request

04 23 PM

Loan Number: 27868 **Project Number:** 02375031402-CS **Current Status:** Loan Closing
Project Title: Wilkins Twp - Linhart Area Sewer Separation Project
Funding Recipient: Township of Wilkins

Amortization Schedule

Principal Amount	$537,000.00
Years 1 - 5 Interest Rate	1.654 %
Years 5+ Interest Rate	2.134 %
Term of Loan	240 months

Reset Values

Amortization Schedule

	Monthly Payment	Principal Paid	Principal Remaining	Interest Rate	Interest Paid	Cumulative Interest Paid
1	$2,629.48	$1,889.31	$535,110.69	1.654%	$740.17	$740.17
2	$2,629.48	$1,891.92	$533,218.77	1.654%	$737.56	$1,477.73
3	$2,629.48	$1,894.52	$531,324.25	1.654%	$734.95	$2,212.68
4	$2,629.48	$1,897.14	$529,427.11	1.654%	$732.34	$2,945.02
5	$2,629.48	$1,899.75	$527,527.36	1.654%	$729.73	$3,674.75
6	$2,629.48	$1,902.37	$525,624.99	1.654%	$727.11	$4,401.86
7	$2,629.48	$1,904.99	$523,720.00	1.654%	$724.49	$5,126.34
8	$2,629.48	$1,907.62	$521,812.39	1.654%	$721.86	$5,848.20
9	$2,629.48	$1,910.25	$519,902.14	1.654%	$719.23	$6,567.44
10	$2,629.48	$1,912.88	$517,989.26	1.654%	$716.60	$7,284.03
11	$2,629.48	$1,915.52	$516,073.75	1.654%	$713.96	$7,998.00
12	$2,629.48	$1,918.16	$514,155.59	1.654%	$711.32	$8,709.32
13	$2,629.48	$1,920.80	$512,234.79	1.654%	$708.68	$9,417.99
14	$2,629.48	$1,923.45	$510,311.35	1.654%	$706.03	$10,124.03
15	$2,629.48	$1,926.10	$508,385.25	1.654%	$703.38	$10,827.40
16	$2,629.48	$1,928.75	$506,456.50	1.654%	$700.72	$11,528.13
17	$2,629.48	$1,931.41	$504,525.09	1.654%	$698.07	$12,226.19
18	$2,629.48	$1,934.07	$502,591.01	1.654%	$695.40	$12,921.60
19	$2,629.48	$1,936.74	$500,654.27	1.654%	$692.74	$13,614.34
20	$2,629.48	$1,939.41	$498,714.87	1.654%	$690.07	$14,304.40
21	$2,629.48	$1,942.08	$496,772.78	1.654%	$687.40	$14,991.80
22	$2,629.48	$1,944.76	$494,828.03	1.654%	$684.72	$15,676.52
23	$2,629.48	$1,947.44	$492,880.59	1.654%	$682.04	$16,358.56
24	$2,629.48	$1,950.12	$490,930.46	1.654%	$679.35	$17,037.91
25	$2,629.48	$1,952.81	$488,977.65	1.654%	$676.67	$17,714.58
26	$2,629.48	$1,955.50	$487,022.15	1.654%	$673.97	$18,388.55
27	$2,629.48	$1,958.20	$485,063.95	1.654%	$671.28	$19,059.83
28	$2,629.48	$1,960.90	$483,103.05	1.654%	$668.58	$19,728.41
29	$2,629.48	$1,963.60	$481,139.45	1.654%	$665.88	$20,394.29
30	$2,629.48	$1,966.31	$479,173.15	1.654%	$663.17	$21,057.46
31	$2,629.48	$1,969.02	$477,204.13	1.654%	$660.46	$21,717.92
32	$2,629.48	$1,971.73	$475,232.40	1.654%	$657.75	$22,375.66
33	$2,629.48	$1,974.45	$473,257.95	1.654%	$655.03	$23,030.69
34	$2,629.48	$1,977.17	$471,280.78	1.654%	$652.31	$23,683.00
35	$2,629.48	$1,979.89	$469,300.89	1.654%	$649.58	$24,332.58
36	$2,629.48	$1,982.62	$467,318.26	1.654%	$646.85	$24,979.43
37	$2,629.48	$1,985.36	$465,332.91	1.654%	$644.12	$25,623.55
38	$2,629.48	$1,988.09	$463,344.81	1.654%	$641.38	$26,264.94
39	$2,629.48	$1,990.83	$461,353.98	1.654%	$638.64	$26,903.58
40	$2,629.48	$1,993.58	$459,360.40	1.654%	$635.90	$27,539.48
41	$2,629.48	$1,996.33	$457,364.08	1.654%	$633.15	$28,172.63

42	$2,629.48	$1,999.08	$455,365.00	1.654%	$630.40	$28,803.03
43	$2,629.48	$2,001.83	$453,363.17	1.654%	$627.64	$29,430.68
44	$2,629.48	$2,004.59	$451,358.58	1.654%	$624.89	$30,055.56
45	$2,629.48	$2,007.35	$449,351.22	1.654%	$622.12	$30,677.69
46	$2,629.48	$2,010.12	$447,341.10	1.654%	$619.36	$31,297.04
47	$2,629.48	$2,012.89	$445,328.21	1.654%	$616.59	$31,913.63
48	$2,629.48	$2,015.67	$443,312.54	1.654%	$613.81	$32,527.44
49	$2,629.48	$2,018.44	$441,294.10	1.654%	$611.03	$33,138.47
50	$2,629.48	$2,021.23	$439,272.87	1.654%	$608.25	$33,746.72
51	$2,629.48	$2,024.01	$437,248.86	1.654%	$605.46	$34,352.19
52	$2,629.48	$2,026.80	$435,222.06	1.654%	$602.67	$34,954.86
53	$2,629.48	$2,029.60	$433,192.46	1.654%	$599.88	$35,554.74
54	$2,629.48	$2,032.39	$431,160.07	1.654%	$597.08	$36,151.82
55	$2,629.48	$2,035.19	$429,124.87	1.654%	$594.28	$36,746.11
56	$2,629.48	$2,038.00	$427,086.87	1.654%	$591.48	$37,337.58
57	$2,629.48	$2,040.81	$425,046.07	1.654%	$588.67	$37,926.25
58	$2,629.48	$2,043.62	$423,002.44	1.654%	$585.86	$38,512.11
59	$2,629.48	$2,046.44	$420,956.01	1.654%	$583.04	$39,095.15
60	$2,629.48	$2,049.26	$418,906.75	1.654%	$580.22	$39,675.36
61	$2,721.63	$1,976.67	$416,930.08	2.134%	$744.96	$40,420.32
62	$2,721.63	$1,980.19	$414,949.89	2.134%	$741.44	$41,161.76
63	$2,721.63	$1,983.71	$412,966.18	2.134%	$737.92	$41,899.68
64	$2,721.63	$1,987.24	$410,978.95	2.134%	$734.39	$42,634.07
65	$2,721.63	$1,990.77	$408,988.18	2.134%	$730.86	$43,364.93
66	$2,721.63	$1,994.31	$406,993.87	2.134%	$727.32	$44,092.25
67	$2,721.63	$1,997.86	$404,996.01	2.134%	$723.77	$44,816.02
68	$2,721.63	$2,001.41	$402,994.60	2.134%	$720.22	$45,536.23
69	$2,721.63	$2,004.97	$400,989.64	2.134%	$716.66	$46,252.89
70	$2,721.63	$2,008.53	$398,981.10	2.134%	$713.09	$46,965.99
71	$2,721.63	$2,012.11	$396,969.00	2.134%	$709.52	$47,675.51
72	$2,721.63	$2,015.68	$394,953.31	2.134%	$705.94	$48,381.45
73	$2,721.63	$2,019.27	$392,934.05	2.134%	$702.36	$49,083.81
74	$2,721.63	$2,022.86	$390,911.19	2.134%	$698.77	$49,782.58
75	$2,721.63	$2,026.46	$388,884.73	2.134%	$695.17	$50,477.75
76	$2,721.63	$2,030.06	$386,854.67	2.134%	$691.57	$51,169.31
77	$2,721.63	$2,033.67	$384,821.00	2.134%	$687.96	$51,857.27
78	$2,721.63	$2,037.29	$382,783.71	2.134%	$684.34	$52,541.61
79	$2,721.63	$2,040.91	$380,742.81	2.134%	$680.72	$53,222.33
80	$2,721.63	$2,044.54	$378,698.27	2.134%	$677.09	$53,899.42
81	$2,721.63	$2,048.17	$376,650.09	2.134%	$673.45	$54,572.87
82	$2,721.63	$2,051.82	$374,598.27	2.134%	$669.81	$55,242.68
83	$2,721.63	$2,055.47	$372,542.81	2.134%	$666.16	$55,908.84
84	$2,721.63	$2,059.12	$370,483.69	2.134%	$662.51	$56,571.34
85	$2,721.63	$2,062.78	$368,420.90	2.134%	$658.84	$57,230.19
86	$2,721.63	$2,066.45	$366,354.45	2.134%	$655.18	$57,885.36
87	$2,721.63	$2,070.13	$364,284.33	2.134%	$651.50	$58,536.86
88	$2,721.63	$2,073.81	$362,210.52	2.134%	$647.82	$59,184.68
89	$2,721.63	$2,077.50	$360,133.02	2.134%	$644.13	$59,828.81
90	$2,721.63	$2,081.19	$358,051.83	2.134%	$640.44	$60,469.25
91	$2,721.63	$2,084.89	$355,966.94	2.134%	$636.74	$61,105.98
92	$2,721.63	$2,088.60	$353,878.34	2.134%	$633.03	$61,739.01
93	$2,721.63	$2,092.31	$351,786.03	2.134%	$629.31	$62,368.33
94	$2,721.63	$2,096.03	$349,690.00	2.134%	$625.59	$62,993.92
95	$2,721.63	$2,099.76	$347,590.23	2.134%	$621.87	$63,615.78
96	$2,721.63	$2,103.50	$345,486.74	2.134%	$618.13	$64,233.91
97	$2,721.63	$2,107.24	$343,379.50	2.134%	$614.39	$64,848.31
98	$2,721.63	$2,110.98	$341,268.52	2.134%	$610.64	$65,458.95
99	$2,721.63	$2,114.74	$339,153.78	2.134%	$606.89	$66,065.84
100	$2,721.63	$2,118.50	$337,035.28	2.134%	$603.13	$66,668.97
101	$2,721.63	$2,122.27	$334,913.02	2.134%	$599.36	$67,268.33
102	$2,721.63	$2,126.04	$332,786.98	2.134%	$595.59	$67,863.91
103	$2,721.63	$2,129.82	$330,657.16	2.134%	$591.81	$68,455.72
104	$2,721.63	$2,133.61	$328,523.55	2.134%	$588.02	$69,043.74
105	$2,721.63	$2,137.40	$326,386.15	2.134%	$584.22	$69,627.96
106	$2,721.63	$2,141.20	$324,244.95	2.134%	$580.42	$70,208.39
107	$2,721.63	$2,145.01	$322,099.93	2.134%	$576.62	$70,785.00
108	$2,721.63	$2,148.83	$319,951.11	2.134%	$572.80	$71,357.80
109	$2,721.63	$2,152.65	$317,798.46	2.134%	$568.98	$71,926.78

110	$2,721.63	$2,156.48	$315,641.99	2.134%	$565.15	$72,491.93
111	$2,721.63	$2,160.31	$313,481.68	2.134%	$561.32	$73,053.25
112	$2,721.63	$2,164.15	$311,317.53	2.134%	$557.47	$73,610.73
113	$2,721.63	$2,168.00	$309,149.53	2.134%	$553.63	$74,164.35
114	$2,721.63	$2,171.86	$306,977.67	2.134%	$549.77	$74,714.12
115	$2,721.63	$2,175.72	$304,801.95	2.134%	$545.91	$75,260.03
116	$2,721.63	$2,179.59	$302,622.36	2.134%	$542.04	$75,802.07
117	$2,721.63	$2,183.46	$300,438.90	2.134%	$538.16	$76,340.23
118	$2,721.63	$2,187.35	$298,251.55	2.134%	$534.28	$76,874.52
119	$2,721.63	$2,191.24	$296,060.32	2.134%	$530.39	$77,404.91
120	$2,721.63	$2,195.13	$293,865.19	2.134%	$526.49	$77,931.40
121	$2,721.63	$2,199.04	$291,666.15	2.134%	$522.59	$78,453.99
122	$2,721.63	$2,202.95	$289,463.20	2.134%	$518.68	$78,972.67
123	$2,721.63	$2,206.86	$287,256.34	2.134%	$514.76	$79,487.43
124	$2,721.63	$2,210.79	$285,045.55	2.134%	$510.84	$79,998.27
125	$2,721.63	$2,214.72	$282,830.83	2.134%	$506.91	$80,505.18
126	$2,721.63	$2,218.66	$280,612.17	2.134%	$502.97	$81,008.14
127	$2,721.63	$2,222.60	$278,389.57	2.134%	$499.02	$81,507.17
128	$2,721.63	$2,226.56	$276,163.01	2.134%	$495.07	$82,002.23
129	$2,721.63	$2,230.52	$273,932.49	2.134%	$491.11	$82,493.34
130	$2,721.63	$2,234.48	$271,698.01	2.134%	$487.14	$82,980.49
131	$2,721.63	$2,238.46	$269,459.55	2.134%	$483.17	$83,463.66
132	$2,721.63	$2,242.44	$267,217.11	2.134%	$479.19	$83,942.85
133	$2,721.63	$2,246.43	$264,970.69	2.134%	$475.20	$84,418.05
134	$2,721.63	$2,250.42	$262,720.27	2.134%	$471.21	$84,889.25
135	$2,721.63	$2,254.42	$260,465.84	2.134%	$467.20	$85,356.46
136	$2,721.63	$2,258.43	$258,207.41	2.134%	$463.20	$85,819.65
137	$2,721.63	$2,262.45	$255,944.97	2.134%	$459.18	$86,278.83
138	$2,721.63	$2,266.47	$253,678.49	2.134%	$455.16	$86,733.99
139	$2,721.63	$2,270.50	$251,407.99	2.134%	$451.12	$87,185.11
140	$2,721.63	$2,274.54	$249,133.45	2.134%	$447.09	$87,632.20
141	$2,721.63	$2,278.58	$246,854.87	2.134%	$443.04	$88,075.24
142	$2,721.63	$2,282.64	$244,572.23	2.134%	$438.99	$88,514.23
143	$2,721.63	$2,286.70	$242,285.54	2.134%	$434.93	$88,949.16
144	$2,721.63	$2,290.76	$239,994.77	2.134%	$430.86	$89,380.03
145	$2,721.63	$2,294.84	$237,699.94	2.134%	$426.79	$89,806.82
146	$2,721.63	$2,298.92	$235,401.02	2.134%	$422.71	$90,229.53
147	$2,721.63	$2,303.01	$233,098.02	2.134%	$418.62	$90,648.15
148	$2,721.63	$2,307.10	$230,790.92	2.134%	$414.53	$91,062.68
149	$2,721.63	$2,311.20	$228,479.71	2.134%	$410.42	$91,473.10
150	$2,721.63	$2,315.31	$226,164.40	2.134%	$406.31	$91,879.41
151	$2,721.63	$2,319.43	$223,844.97	2.134%	$402.20	$92,281.61
152	$2,721.63	$2,323.56	$221,521.41	2.134%	$398.07	$92,679.68
153	$2,721.63	$2,327.69	$219,193.73	2.134%	$393.94	$93,073.62
154	$2,721.63	$2,331.83	$216,861.90	2.134%	$389.80	$93,463.42
155	$2,721.63	$2,335.97	$214,525.92	2.134%	$385.65	$93,849.07
156	$2,721.63	$2,340.13	$212,185.80	2.134%	$381.50	$94,230.57
157	$2,721.63	$2,344.29	$209,841.51	2.134%	$377.34	$94,607.90
158	$2,721.63	$2,348.46	$207,493.05	2.134%	$373.17	$94,981.07
159	$2,721.63	$2,352.63	$205,140.41	2.134%	$368.99	$95,350.06
160	$2,721.63	$2,356.82	$202,783.59	2.134%	$364.81	$95,714.87
161	$2,721.63	$2,361.01	$200,422.58	2.134%	$360.62	$96,075.49
162	$2,721.63	$2,365.21	$198,057.38	2.134%	$356.42	$96,431.91
163	$2,721.63	$2,369.41	$195,687.96	2.134%	$352.21	$96,784.12
164	$2,721.63	$2,373.63	$193,314.33	2.134%	$348.00	$97,132.12
165	$2,721.63	$2,377.85	$190,936.48	2.134%	$343.78	$97,475.90
166	$2,721.63	$2,382.08	$188,554.41	2.134%	$339.55	$97,815.44
167	$2,721.63	$2,386.31	$186,168.09	2.134%	$335.31	$98,150.76
168	$2,721.63	$2,390.56	$183,777.53	2.134%	$331.07	$98,481.83
169	$2,721.63	$2,394.81	$181,382.73	2.134%	$326.82	$98,808.64
170	$2,721.63	$2,399.07	$178,983.66	2.134%	$322.56	$99,131.20
171	$2,721.63	$2,403.33	$176,580.32	2.134%	$318.29	$99,449.50
172	$2,721.63	$2,407.61	$174,172.72	2.134%	$314.02	$99,763.51
173	$2,721.63	$2,411.89	$171,760.83	2.134%	$309.74	$100,073.25
174	$2,721.63	$2,416.18	$169,344.65	2.134%	$305.45	$100,378.70
175	$2,721.63	$2,420.48	$166,924.17	2.134%	$301.15	$100,679.85
176	$2,721.63	$2,424.78	$164,499.39	2.134%	$296.85	$100,976.70
177	$2,721.63	$2,429.09	$162,070.30	2.134%	$292.53	$101,269.23
178	$2,721.63	$2,433.41	$159,636.89	2.134%	$288.22	$101,557.45

179	$2,721.63	$2,437.74	$157,199.15	2.134%	$283.89	$101,841.33
180	$2,721.63	$2,442.07	$154,757.08	2.134%	$279.55	$102,120.89
181	$2,721.63	$2,446.42	$152,310.66	2.134%	$275.21	$102,396.10
182	$2,721.63	$2,450.77	$149,859.89	2.134%	$270.86	$102,666.96
183	$2,721.63	$2,455.13	$147,404.77	2.134%	$266.50	$102,933.46
184	$2,721.63	$2,459.49	$144,945.27	2.134%	$262.13	$103,195.59
185	$2,721.63	$2,463.87	$142,481.41	2.134%	$257.76	$103,453.35
186	$2,721.63	$2,468.25	$140,013.16	2.134%	$253.38	$103,706.73
187	$2,721.63	$2,472.64	$137,540.53	2.134%	$248.99	$103,955.72
188	$2,721.63	$2,477.03	$135,063.49	2.134%	$244.59	$104,200.31
189	$2,721.63	$2,481.44	$132,582.05	2.134%	$240.19	$104,440.50
190	$2,721.63	$2,485.85	$130,096.20	2.134%	$235.78	$104,676.28
191	$2,721.63	$2,490.27	$127,605.93	2.134%	$231.35	$104,907.63
192	$2,721.63	$2,494.70	$125,111.23	2.134%	$226.93	$105,134.56
193	$2,721.63	$2,499.14	$122,612.09	2.134%	$222.49	$105,357.05
194	$2,721.63	$2,503.58	$120,108.51	2.134%	$218.05	$105,575.09
195	$2,721.63	$2,508.03	$117,600.48	2.134%	$213.59	$105,788.69
196	$2,721.63	$2,512.49	$115,087.98	2.134%	$209.13	$105,997.82
197	$2,721.63	$2,516.96	$112,571.02	2.134%	$204.66	$106,202.48
198	$2,721.63	$2,521.44	$110,049.58	2.134%	$200.19	$106,402.67
199	$2,721.63	$2,525.92	$107,523.66	2.134%	$195.70	$106,598.38
200	$2,721.63	$2,530.41	$104,993.25	2.134%	$191.21	$106,789.59
201	$2,721.63	$2,534.91	$102,458.33	2.134%	$186.71	$106,976.30
202	$2,721.63	$2,539.42	$99,918.91	2.134%	$182.21	$107,158.51
203	$2,721.63	$2,543.94	$97,374.97	2.134%	$177.69	$107,336.20
204	$2,721.63	$2,548.46	$94,826.51	2.134%	$173.17	$107,509.36
205	$2,721.63	$2,552.99	$92,273.52	2.134%	$168.63	$107,678.00
206	$2,721.63	$2,557.53	$89,715.99	2.134%	$164.09	$107,842.09
207	$2,721.63	$2,562.08	$87,153.90	2.134%	$159.54	$108,001.63
208	$2,721.63	$2,566.64	$84,587.27	2.134%	$154.99	$108,156.62
209	$2,721.63	$2,571.20	$82,016.06	2.134%	$150.42	$108,307.05
210	$2,721.63	$2,575.77	$79,440.29	2.134%	$145.85	$108,452.90
211	$2,721.63	$2,580.36	$76,859.93	2.134%	$141.27	$108,594.17
212	$2,721.63	$2,584.94	$74,274.99	2.134%	$136.68	$108,730.85
213	$2,721.63	$2,589.54	$71,685.45	2.134%	$132.09	$108,862.94
214	$2,721.63	$2,594.15	$69,091.30	2.134%	$127.48	$108,990.42
215	$2,721.63	$2,598.76	$66,492.54	2.134%	$122.87	$109,113.29
216	$2,721.63	$2,603.38	$63,889.16	2.134%	$118.25	$109,231.53
217	$2,721.63	$2,608.01	$61,281.15	2.134%	$113.62	$109,345.15
218	$2,721.63	$2,612.65	$58,668.50	2.134%	$108.98	$109,454.13
219	$2,721.63	$2,617.29	$56,051.21	2.134%	$104.33	$109,558.46
220	$2,721.63	$2,621.95	$53,429.26	2.134%	$99.68	$109,658.14
221	$2,721.63	$2,626.61	$50,802.65	2.134%	$95.02	$109,753.15
222	$2,721.63	$2,631.28	$48,171.37	2.134%	$90.34	$109,843.50
223	$2,721.63	$2,635.96	$45,535.41	2.134%	$85.66	$109,929.16
224	$2,721.63	$2,640.65	$42,894.76	2.134%	$80.98	$110,010.14
225	$2,721.63	$2,645.35	$40,249.41	2.134%	$76.28	$110,086.42
226	$2,721.63	$2,650.05	$37,599.36	2.134%	$71.58	$110,158.00
227	$2,721.63	$2,654.76	$34,944.60	2.134%	$66.86	$110,224.86
228	$2,721.63	$2,659.48	$32,285.11	2.134%	$62.14	$110,287.00
229	$2,721.63	$2,664.21	$29,620.90	2.134%	$57.41	$110,344.42
230	$2,721.63	$2,668.95	$26,951.95	2.134%	$52.68	$110,397.09
231	$2,721.63	$2,673.70	$24,278.25	2.134%	$47.93	$110,445.02
232	$2,721.63	$2,678.45	$21,599.80	2.134%	$43.17	$110,488.20
233	$2,721.63	$2,683.21	$18,916.59	2.134%	$38.41	$110,526.61
234	$2,721.63	$2,687.99	$16,228.60	2.134%	$33.64	$110,560.25
235	$2,721.63	$2,692.77	$13,535.83	2.134%	$28.86	$110,589.11
236	$2,721.63	$2,697.56	$10,838.28	2.134%	$24.07	$110,613.18
237	$2,721.63	$2,702.35	$8,135.93	2.134%	$19.27	$110,632.45
238	$2,721.63	$2,707.16	$5,428.77	2.134%	$14.47	$110,646.92
239	$2,721.63	$2,711.97	$2,716.80	2.134%	$9.65	$110,656.58
240	$2,721.63	$2,716.80	$0.00	2.134%	$4.83	$110,661.41

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ORDINANCE NO. 1043

AN ORDINANCE INCREASING THE INDEBTEDNESS OF WILKINS TOWNSHIP, ALLEGHENY COUNTY, PENNSYLVANIA, BY THE ISSUE OF A GUARANTEED REVENUE NOTE IN THE MAXIMUM PRINCIPAL AMOUNT OF $537,000.00 FOR SANITARY SEWAGE UPGRADES AND FIXING THE FORM, DATES, INTEREST, AND MATURITY THEREOF; MAKING A COVENANT FOR THE PAYMENT OF THE DEBT SERVICE ON THE NOTE; PROVIDING FOR THE FILING OF THE REQUIRED DOCUMENTATION WITH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT TO INCUR AND EXCLUDE ADDITIONAL DEBT OF THE GOVERNMENTAL UNIT; PROVIDING FOR THE APPOINTMENT OF A SINKING FUND DEPOSITORY FOR THE NOTE; PROVIDING FOR THE AUTHORIZED SIGNATORIES AND AUTHORIZING EXECUTION, SALE AND DELIVERY THEREOF.

WHEREAS, it is necessary that the indebtedness of Wilkins Township, Allegheny County, Pennsylvania ("Local Government Unit") be increased for the following purpose: Separation of the storm water and sanitary lines in the Linhart Sewershed. A copy of complete description is attached hereto and incorporated herein as Exhibit "A" ("Project"); and

WHEREAS, the Local Government Unit has received preliminary realistic cost estimates from professional consultants indicating the sum of $537,000.00 will be needed to complete the project; and

WHEREAS, the Pennsylvania Infrastructure Investment Authority ("PENNVEST") has approved funding for the Project, subject to the approval of debt proceedings; and

WHEREAS, the Local Government Unit shall file debt proceedings with the Department of Community and Economic Development to qualify the indebtedness hereafter authorized as self liquidating debt; and

WHEREAS, provided the debt related to the project qualifies as self liquidating, as aforesaid, the proposed increase of debt, together with the Local Governmental Unit's nonelectoral indebtedness and its lease rental indebtedness presently outstanding, will not cause the limitations of the Local Governmental Unit's debt incurring power, pursuant to constitutional and statutory authority, to be exceeded.

NOW THEREFORE, BE IT ORDAINED AND ENACTED by the Commissioners of Wilkins Township, Allegheny County, Pennsylvania, and it is hereby ordained and enacted by the authority of same as follows:

SECTION 1. It is necessary that the nonelectoral indebtedness of Wilkins Township Allegheny County, Pennsylvania, be increased for the purpose of constructing the Project for the following purpose: Separation of the storm water and sanitary lines in the Linhart Sewershed. A copy of complete description is attached hereto and incorporated herein as Exhibit "A" ("Project");

SECTION 2. The period of useful life of the improvements for which this obligation is to be issued is estimated to be in excess of 25years.

SECTION 3. Said indebtedness shall be evidenced by one guaranteed revenue note, in fully registered form, in a sum not to exceed $537,000.00 (the "PENNVEST Guaranteed Revenue Note") bearing interest at 1.654 % for a period not to exceed 5 years and a rate of 2.134 % for the remaining amortized period. The form of the PENNVEST Guaranteed Revenue Note is set forth in **EXHIBIT B.**

SECTION 4. The PENNVEST Guaranteed Revenue Note is being issued as provided in the Act of the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of 1978 Session and known as the Local Government Unit Debt Act (the "Act"). The PENNVEST Guaranteed Revenue Note shall mature not later than _____ and shall bear interest at the rate of ___%, per annum, payable on the unpaid balances thereof (computed on the basis of a 360 days to the year) until paid. Principal amortization on the PENNVEST Guaranteed Revenue Note shall be as set forth in **EXHIBIT C** and shall commence not later than _____, which is an estimated date not later than one year after project completion.
The Local Government Unit reserves the right to anticipate any or all installments of principal or any payment of interest at any time prior to the respective payments dates

thereof, without notice or penalty.

The principal and interest of the PENNVEST Guaranteed Revenue Note shall be payable at the office of the sinking fund depository selected for the Note as hereinafter provided.

SECTION 5. The PENNVEST Guaranteed Revenue Note is hereby declared to be a general obligation of the Local Government Unit. The Local Government Unit hereby covenants that it shall include the amount of debt service on the PENNVEST Guaranteed Revenue Note for each fiscal year in which such sums are payable in its budget for that year; shall appropriate such amounts from its general revenues or the revenues pledged hereunder for the payment of such debt service; and shall duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal of the PENNVEST Guaranteed Revenue Note and the interest thereon at the dates and places and in the manner stated in the PENNVEST Guaranteed Revenue Note according to the true intent and meaning thereof, and for such proper budgeting, appropriation, and payment, the full faith, credit and taxing power of the Local Government Unit_ is hereby irrevocably pledged.

In addition, the Local Government Unit pledges, and grants to PENNVEST a lien and security interest in, all other gross revenues or receipts of the Local Government Unit generated or produced from the Local Government Unit's Sanitary Sewage system ("the System") as it now exists and upon completion of the Project, including but not limited to, a security interest in all existing and future accounts, contract rights and general intangibles arising out its operation of the System. The grant of a lien and security interest created hereby shall be evidenced in the Loan Documents entered into between the Local Government Unit and PENNVEST, as the registered owner of the PENNVEST Guaranteed Revenue Note.

Further, the Local Government Unit hereby covenants to pay in each of the following fiscal years in respect to the PENNVEST Guaranteed Revenue Note, including the

principal maturity and interest are set forth in **EXHIBIT D** attached hereto and incorporated herein by reference thereto.

SECTION 6. The PENNVEST Guaranteed Revenue Note shall be executed in the name and under the corporate seal of the Local Government Unit by the Chairperson and attested to by the Secretary. The Chairperson and the Treasurer are hereby authorized and directed to deliver the PENNVEST Guaranteed Revenue Note to PENNVEST, and receive payment therefor on behalf of the Local Government Unit. The Chairperson and the Secretary of the Local Government Unit are authorized and directed to prepare, verify and file the debt statement required by Section 8110 of the Act and to take other necessary action, including filing any statements required to qualify any portion of the debt from the appropriate debt limit as self-liquidating or subsidized debt.

SECTION 7. PNC Bank (Bank or Bank and Trust Company) is hereby designated as the Sinking Fund Depository for the obligation herein authorized, and there is hereby created and established a Sinking Fund, to be known as "Sinking Fund 2014 PENNVEST Guaranteed Revenue Note" for the payment of the principal and interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Treasurer shall deposit into the Sinking Fund, which shall be maintained until such obligation is paid in full, sufficient amounts for payment of principal and interest on the obligation no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, as and when said payments are due, without further action by the Local Government Unit, withdraw available monies in the Sinking Fund and apply said monies to payment of principal and interest on the obligation.

SECTION 8. The Chairperson and Manager of the local government unit are hereby authorized to contract with PNC Bank (Bank or Bank and Trust Company) for its services as Sinking Fund Depository for the PENNVEST Guaranteed Revenue Note and paying agent for the same.

SECTION 9. In compliance with Section 8161 of the Act, the members of the governing body have determined that a private sale by negotiation rather than public sale is in the best financial interest of the Local Government Unit. Therefore, the PENNVEST Guaranteed Revenue Note in the amount not to exceed $537,000, herein authorized to be issued and sold is hereby awarded and sold to PENNVEST (Lender) in accordance with its proposal to purchase the PENNVEST Guaranteed Revenue Note at par; provided it is dated the delivery thereof to the (Lender) and is in the form set forth in this Ordinance as **EXHIBIT B**; and further provided that the proceedings have been approved by the Department of Community and Economic Development if such approval is required under the provisions of the Act. And subject to such further terms and conditions set forth in the PENNVEST Funding Offer attached hereto as **EXHIBIT E** and made a part hereof by reference.

SECTION 10. The action of the proper officers and the advertising of a summary of this Ordinance as required by law in the Pittsburgh Tribune Review, a newspaper of general circulation, is ratified and confirmed. The advertisement in said paper of the enactment of the ordinance is hereby directed within fifteen (15) days following the day of final enactment.

SECTION 11. All ordinances or parts of ordinances not in accord with this Ordinance are hereby repealed insofar as they conflict herewith.

ORDAINED AND ENACTED by the Wilkins Township Board of Commissioners this 25TH day of August, 2014.

WITNESS:

By Rebecca Bradley
Rebecca Bradley
Township Manager

TOWNSHIP OF WILKINS

By Sylvia Martinelli
Sylvia Martinelli, President
Board of Commissioners

Exhibit A

Description of the Project

Linhart Area Sewershed Separation Project

BENEFITS

Narrative:

Wilkins Township owns operations and maintains a combined sanitary sewer system, the majority of which was constructed in the early 1900's. Wilkins Township is currently under an Consent Order and Agreement (COA) with the PA DEP and Allegheny County Health Department. The intent of the COA is to reduce Combined Sewer Overflows (CSO's) frequency and volume; and reduce hydraulic overloads at the Allegheny County Sanitary Authority's (ALCOSAN) CSO structures and Wastewater Treatment Plan. Wasterwater from the Township is ultimately conveyed to the ALCOSANT WWTP for treatment.

The Linhart Area Sewershed is the oldest and only remaining combined sewer in the Township. The separation of the sewers in the Linhart neighborhood is part of the Township's long-term strategy to eliminate wet weather sewage overflows. This entire area is tributary to two existing Combined Sewer Overflows (CSO's), designated as CSO#1 and CSO#2 (also designated by ALCOSAN as TR-03). The project will separate the sewers tributary to CSO#2/TR-03 and eliminate the CSO.

This project was initiated to coincide with a parallel project to be undertaken by the PA DEP's Bureau of Abandoned Mine Reclamation (BAMR). The purpose of the BAMR project is to eliminate the seepage of abandoned mine drainage (AMD) onto the ground surface and into the basements of homes in the vicinity of 612 and 614 Highland Avenue, which are in the northwest portion of these sewershed. The intent of the BAMR project is to collect and convey AMD through the installation of foundation drains and other storm piping.

The separation project includes the installation of approximately 2,400 lf of 8" PVC sanitary sewer and 23 manholes, installation of approximately 830 lf of 12" storm sewer, 4 inlets and 7 manholes and completing disconnections between the sanitary and storm sewer. The project will eliminate CSO#2/TR-03 structure that discharges directly to Thompson Run and reduce groundwater inflow and infiltration into the downstream sanitary sewer system. The separation project is designed such that minimal work will need to be done to the existing system while the new sanitary sewer is being constructed.

The total project cost is $830,000 with $293,000 in BAMR Grant, total PENNVEST Application is $537,000.

The project will improve the environmental conditions throughout the sewershed, eliminate the overflow to Thompson Run and reduce the overall amount of flow conveyed downstream to both
The project will not directly promote economic development, however, the project will positively impact the Township by reducing treatment costs and provide the residents of Wilkins Township with a more efficient sewer system. The existence of reliable, environmentally safe and reasonably priced sewer service is a significant factor in attracting and retaining residential population and commercial enterprise. It is anticipated the project may impact short-term

benefits to the local economy through the hiring of local residents during the construction phase of the project.

The project is not being financed by any other state or federal funding program. Since the project does not create or retain any long term jobs, it is not eligible for funding under most PA Department of Economic Development grant or loan programs.

The project will indirectly serve the 6,565 residents of the Township of Wilkins. According to the 2010 Census, the median household income for Wilkins is $45,877 compared to $49,805 for Allegheny County and $51,651 for the Commonwealth of Pennsylvania.

Comparison:

Wilkins Township entered into an Consent Order and Agreement (COA) in 2004 with the Pennsylvania Department of Environmental Protection (PADEP) and Allegheny County Health Department.

The first alternative the Township may have considered is "Do Nothing" and not move ahead with the project and to eliminate one (1) Combined Sewer Overflow (CSO#2/TR-03) . This option was not considered, as it is mandated by the COA non-compliance could result in fines being levied against the Township.

The second alternative is the replacement/rehabilitation of portions of the existing system along with some form of wet weather storage. A large enough percentage of the system would require replacement or rehabilitation that the cost and disruption to the neighborhood would not be significantly different than that of a separation project. Any storage facility would have to be installed in the vicinity of the CSO structure. This is a narrow strip of land along a State Road (Larimar Avenue) and Thompson Run, which features private residences and steep slopes. Installation of a storage facility would require significant earthwork, slope stabilization and significant residential disruption that would be cost prohibitive.

Therefore, the separation project is both environmentally and economically the preferred alternative.

New Treatment Plant:

Capacity	gpd
Existing EDUs	
Proposed EDUs	

Modification of Treatment Plant:

Existing Capacity	gdp
Existing EDUs	
Proposed Capacity	gpd

PROJECT PLAN

Indicate the important dates for Pre-Construction, Construction and Major Milestones.

Pre Construction Planning Dates	
Planning Consultation	Feb 11 2014
Planning Completed	Feb 11 2014
Design Completed	Sep 9 2013
Obtained all needed permits	Jan 7 2014
Bid Date	May 15 2014
Bid Opening	Jun 20 2014
Awarded Contract	Jul 15 2014
Pre-Construction Conference	Aug 4 2014

Letter of No-Prejudice	
Letter of No-Prejudice (LONP) issued (if required). Date is entered by PENNVEST Project Management Office upon request and issue of letter.	

Construction Dates	
Start Construction	Jul 15 2014
End Construction	Jan 16 2015

Award Design Dates	
Begin Design	May 6 2013
End Design	Sep 9 2013

Project Plan Major Milestones

NOTES:

EXHIBIT B

SAMPLE FORM OF NOTE

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

(Township of Wilkins)

GUARANTEED REVENUE NOTE

$ 537,000.00

DATED:

KNOW ALL MEN BY THESE PRESENTS, that the Township of Wilkins, Allegheny County, Commonwealth of Pennsylvania, a local government unit existing by and under the laws of said Commonwealth, for value received, hereby acknowledges itself indebted and promises to pay to the purchaser, or registered assigns, the sum of Five hundred thirty seven thousand dollars ($537,000.00) in installments as follows:

(INSERT REPAYMENT SCHEDULE)

with interest on the unpaid principal balance at the rate of _____ percent (___ %) per annum, payable on _____, 20___, together with interest on overdue principal, and to the extent permitted by law, on overdue interest, at the rate of _____ percent (___%) per annum (computed on the basis of 365 days to the year), with the option in the local government unit to anticipate any installment of principal or any payment of interest at any time prior to the respective payment dates thereof, without notice of penalty.

Both principal and interest are payable in such coin or currency as at the respective dates of payment thereof shall be legal tender for the payment of public and private debts, at the office of _____ (Lender), _____, Pennsylvania.

It is hereby recited that this Note is authorized to be issued in accordance with the Act of

the General Assembly of the Commonwealth of Pennsylvania approved the 28th day of April, 1978, being Act 52 of the 1978 Session.

It is hereby certified that all acts, conditions, and things required to be or be done, happen, and be performed precedent to and in the issuance of this Note or in the creation of the debt of which it is evidence, have been done, happened and been performed in regular and due form and manner as required by law; and that this Note, together with all other indebtedness of the said local government unit is not in excess of any constitutional or statutory limitation and for the proper budgeting, appropriation, and the prompt and full payment of all the obligations of this Note the entire full faith, credit and taxing power of said local government unit are hereby irrevocably pledged.

It is hereby further certified that the said local government unit has effectively covenanted to include the amount of the debt service on this Note in each fiscal year for which such sums are due, in its budget for that year, to appropriate such amounts from its general or specially pledged revenues, as the case may be, for the payment of such debt service, and to periodically pay or cause to be paid, from its sinking fund or any other of its revenues or funds, the principal and interest thereon at the dates and places and in the manner stated herein, according to the true intent and meaning hereof.

IN WITNESS WHEREOF, the _____, County, Pennsylvania, has caused this Note to be properly executed by the proper officers of the local government unit and its corporate seal to be hereto affixed, attested to by the Secretary as of the _____day of _____ , 20 __.

(Name of Local Government Unit)

BY

BY

ATTEST:

(Secretary)

SEAL

EXHIBIT C

AMORTIZATION SCHEDULE

Ann Scott
(Borrower's Engineer)

PENNVEST

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Online Funding Request

04:23 PM

Loan Number: 27868 **Project Number:** 02375031402-CS **Current Status:** Loan Closing
Project Title: Wilkins Twp - Linhart Area Sewer Separation Project
Funding Recipient: Township of Wilkins

Amortization Schedule

Principal Amount	$537,000.00
Years 1 - 5 Interest Rate	1.654 %
Years 5+ Interest Rate	2.134 %
Term of Loan	240 months

Reset Values

Amortization Schedule

	Monthly Payment	Principal Paid	Principal Remaining	Interest Rate	Interest Paid	Cumulative Interest Paid
1	$2,629.48	$1,889.31	$535,110.69	1.654%	$740.17	$740.17
2	$2,629.48	$1,891.92	$533,218.77	1.654%	$737.56	$1,477.73
3	$2,629.48	$1,894.52	$531,324.25	1.654%	$734.95	$2,212.68
4	$2,629.48	$1,897.14	$529,427.11	1.654%	$732.34	$2,945.02
5	$2,629.48	$1,899.75	$527,527.36	1.654%	$729.73	$3,674.75
6	$2,629.48	$1,902.37	$525,624.99	1.654%	$727.11	$4,401.86
7	$2,629.48	$1,904.99	$523,720.00	1.654%	$724.49	$5,126.34
8	$2,629.48	$1,907.62	$521,812.39	1.654%	$721.86	$5,848.20
9	$2,629.48	$1,910.25	$519,902.14	1.654%	$719.23	$6,567.44
10	$2,629.48	$1,912.88	$517,989.26	1.654%	$716.60	$7,284.03
11	$2,629.48	$1,915.52	$516,073.75	1.654%	$713.96	$7,998.00
12	$2,629.48	$1,918.16	$514,155.59	1.654%	$711.32	$8,709.32
13	$2,629.48	$1,920.80	$512,234.79	1.654%	$708.68	$9,417.99
14	$2,629.48	$1,923.45	$510,311.35	1.654%	$706.03	$10,124.03
15	$2,629.48	$1,926.10	$508,385.25	1.654%	$703.38	$10,827.40
16	$2,629.48	$1,928.75	$506,456.50	1.654%	$700.72	$11,528.13
17	$2,629.48	$1,931.41	$504,525.09	1.654%	$698.07	$12,226.19
18	$2,629.48	$1,934.07	$502,591.01	1.654%	$695.40	$12,921.60
19	$2,629.48	$1,936.74	$500,654.27	1.654%	$692.74	$13,614.34
20	$2,629.48	$1,939.41	$498,714.87	1.654%	$690.07	$14,304.40
21	$2,629.48	$1,942.08	$496,772.78	1.654%	$687.40	$14,991.80
22	$2,629.48	$1,944.76	$494,828.03	1.654%	$684.72	$15,676.52
23	$2,629.48	$1,947.44	$492,880.59	1.654%	$682.04	$16,358.56
24	$2,629.48	$1,950.12	$490,930.46	1.654%	$679.35	$17,037.91
25	$2,629.48	$1,952.81	$488,977.65	1.654%	$676.67	$17,714.58
26	$2,629.48	$1,955.50	$487,022.15	1.654%	$673.97	$18,388.55
27	$2,629.48	$1,958.20	$485,063.95	1.654%	$671.28	$19,059.83
28	$2,629.48	$1,960.90	$483,103.05	1.654%	$668.58	$19,728.41
29	$2,629.48	$1,963.60	$481,139.45	1.654%	$665.88	$20,394.29
30	$2,629.48	$1,966.31	$479,173.15	1.654%	$663.17	$21,057.46
31	$2,629.48	$1,969.02	$477,204.13	1.654%	$660.46	$21,717.92
32	$2,629.48	$1,971.73	$475,232.40	1.654%	$657.75	$22,375.66
33	$2,629.48	$1,974.45	$473,257.95	1.654%	$655.03	$23,030.69
34	$2,629.48	$1,977.17	$471,280.78	1.654%	$652.31	$23,683.00
35	$2,629.48	$1,979.89	$469,300.89	1.654%	$649.58	$24,332.58
36	$2,629.48	$1,982.62	$467,318.26	1.654%	$646.85	$24,979.43
37	$2,629.48	$1,985.36	$465,332.91	1.654%	$644.12	$25,623.55
38	$2,629.48	$1,988.09	$463,344.81	1.654%	$641.38	$26,264.94
39	$2,629.48	$1,990.83	$461,353.98	1.654%	$638.64	$26,903.58
40	$2,629.48	$1,993.58	$459,360.40	1.654%	$635.90	$27,539.48
41	$2,629.48	$1,996.33	$457,364.08	1.654%	$633.15	$28,172.63

42	$2,629.48	$1,999.08	$455,365.00	1.654%	$630.40	$28,803.03
43	$2,629.48	$2,001.83	$453,363.17	1.654%	$627.64	$29,430.68
44	$2,629.48	$2,004.59	$451,358.58	1.654%	$624.89	$30,055.56
45	$2,629.48	$2,007.35	$449,351.22	1.654%	$622.12	$30,677.69
46	$2,629.48	$2,010.12	$447,341.10	1.654%	$619.36	$31,297.04
47	$2,629.48	$2,012.89	$445,328.21	1.654%	$616.59	$31,913.63
48	$2,629.48	$2,015.67	$443,312.54	1.654%	$613.81	$32,527.44
49	$2,629.48	$2,018.44	$441,294.10	1.654%	$611.03	$33,138.47
50	$2,629.48	$2,021.23	$439,272.87	1.654%	$608.25	$33,746.72
51	$2,629.48	$2,024.01	$437,248.86	1.654%	$605.46	$34,352.19
52	$2,629.48	$2,026.80	$435,222.06	1.654%	$602.67	$34,954.86
53	$2,629.48	$2,029.60	$433,192.46	1.654%	$599.88	$35,554.74
54	$2,629.48	$2,032.39	$431,160.07	1.654%	$597.08	$36,151.82
55	$2,629.48	$2,035.19	$429,124.87	1.654%	$594.28	$36,746.11
56	$2,629.48	$2,038.00	$427,086.87	1.654%	$591.48	$37,337.58
57	$2,629.48	$2,040.81	$425,046.07	1.654%	$588.67	$37,926.25
58	$2,629.48	$2,043.62	$423,002.44	1.654%	$585.86	$38,512.11
59	$2,629.48	$2,046.44	$420,956.01	1.654%	$583.04	$39,095.15
60	$2,629.48	$2,049.26	$418,906.75	1.654%	$580.22	$39,675.36
61	$2,721.63	$1,976.67	$416,930.08	2.134%	$744.96	$40,420.32
62	$2,721.63	$1,980.19	$414,949.89	2.134%	$741.44	$41,161.76
63	$2,721.63	$1,983.71	$412,966.18	2.134%	$737.92	$41,899.68
64	$2,721.63	$1,987.24	$410,978.95	2.134%	$734.39	$42,634.07
65	$2,721.63	$1,990.77	$408,988.18	2.134%	$730.86	$43,364.93
66	$2,721.63	$1,994.31	$406,993.87	2.134%	$727.32	$44,092.25
67	$2,721.63	$1,997.86	$404,996.01	2.134%	$723.77	$44,816.02
68	$2,721.63	$2,001.41	$402,994.60	2.134%	$720.22	$45,536.23
69	$2,721.63	$2,004.97	$400,989.64	2.134%	$716.66	$46,252.89
70	$2,721.63	$2,008.53	$398,981.10	2.134%	$713.09	$46,965.99
71	$2,721.63	$2,012.11	$396,969.00	2.134%	$709.52	$47,675.51
72	$2,721.63	$2,015.68	$394,953.31	2.134%	$705.94	$48,381.45
73	$2,721.63	$2,019.27	$392,934.05	2.134%	$702.36	$49,083.81
74	$2,721.63	$2,022.86	$390,911.19	2.134%	$698.77	$49,782.58
75	$2,721.63	$2,026.46	$388,884.73	2.134%	$695.17	$50,477.75
76	$2,721.63	$2,030.06	$386,854.67	2.134%	$691.57	$51,169.31
77	$2,721.63	$2,033.67	$384,821.00	2.134%	$687.96	$51,857.27
78	$2,721.63	$2,037.29	$382,783.71	2.134%	$684.34	$52,541.61
79	$2,721.63	$2,040.91	$380,742.81	2.134%	$680.72	$53,222.33
80	$2,721.63	$2,044.54	$378,698.27	2.134%	$677.09	$53,899.42
81	$2,721.63	$2,048.17	$376,650.09	2.134%	$673.45	$54,572.87
82	$2,721.63	$2,051.82	$374,598.27	2.134%	$669.81	$55,242.68
83	$2,721.63	$2,055.47	$372,542.81	2.134%	$666.16	$55,908.84
84	$2,721.63	$2,059.12	$370,483.69	2.134%	$662.51	$56,571.34
85	$2,721.63	$2,062.78	$368,420.90	2.134%	$658.84	$57,230.19
86	$2,721.63	$2,066.45	$366,354.45	2.134%	$655.18	$57,885.36
87	$2,721.63	$2,070.13	$364,284.33	2.134%	$651.50	$58,536.86
88	$2,721.63	$2,073.81	$362,210.52	2.134%	$647.82	$59,184.68
89	$2,721.63	$2,077.50	$360,133.02	2.134%	$644.13	$59,828.81
90	$2,721.63	$2,081.19	$358,051.83	2.134%	$640.44	$60,469.25
91	$2,721.63	$2,084.89	$355,966.94	2.134%	$636.74	$61,105.98
92	$2,721.63	$2,088.60	$353,878.34	2.134%	$633.03	$61,739.01
93	$2,721.63	$2,092.31	$351,786.03	2.134%	$629.31	$62,368.33
94	$2,721.63	$2,096.03	$349,690.00	2.134%	$625.59	$62,993.92
95	$2,721.63	$2,099.76	$347,590.23	2.134%	$621.87	$63,615.78
96	$2,721.63	$2,103.50	$345,486.74	2.134%	$618.13	$64,233.91
97	$2,721.63	$2,107.24	$343,379.50	2.134%	$614.39	$64,848.31
98	$2,721.63	$2,110.98	$341,268.52	2.134%	$610.64	$65,458.95
99	$2,721.63	$2,114.74	$339,153.78	2.134%	$606.89	$66,065.84
100	$2,721.63	$2,118.50	$337,035.28	2.134%	$603.13	$66,668.97
101	$2,721.63	$2,122.27	$334,913.02	2.134%	$599.36	$67,268.33
102	$2,721.63	$2,126.04	$332,786.98	2.134%	$595.59	$67,863.91
103	$2,721.63	$2,129.82	$330,657.16	2.134%	$591.81	$68,455.72
104	$2,721.63	$2,133.61	$328,523.55	2.134%	$588.02	$69,043.74
105	$2,721.63	$2,137.40	$326,386.15	2.134%	$584.22	$69,627.96
106	$2,721.63	$2,141.20	$324,244.95	2.134%	$580.42	$70,208.39
107	$2,721.63	$2,145.01	$322,099.93	2.134%	$576.62	$70,785.00
108	$2,721.63	$2,148.83	$319,951.11	2.134%	$572.80	$71,357.80
109	$2,721.63	$2,152.65	$317,798.46	2.134%	$568.98	$71,926.78

110	$2,721.63	$2,156.48	$315,641.99	2.134%	$565.15	$72,491.93
111	$2,721.63	$2,160.31	$313,481.68	2.134%	$561.32	$73,053.25
112	$2,721.63	$2,164.15	$311,317.53	2.134%	$557.47	$73,610.73
113	$2,721.63	$2,168.00	$309,149.53	2.134%	$553.63	$74,164.35
114	$2,721.63	$2,171.86	$306,977.67	2.134%	$549.77	$74,714.12
115	$2,721.63	$2,175.72	$304,801.95	2.134%	$545.91	$75,260.03
116	$2,721.63	$2,179.59	$302,622.36	2.134%	$542.04	$75,802.07
117	$2,721.63	$2,183.46	$300,438.90	2.134%	$538.16	$76,340.23
118	$2,721.63	$2,187.35	$298,251.55	2.134%	$534.28	$76,874.52
119	$2,721.63	$2,191.24	$296,060.32	2.134%	$530.39	$77,404.91
120	$2,721.63	$2,195.13	$293,865.19	2.134%	$526.49	$77,931.40
121	$2,721.63	$2,199.04	$291,666.15	2.134%	$522.59	$78,453.99
122	$2,721.63	$2,202.95	$289,463.20	2.134%	$518.68	$78,972.67
123	$2,721.63	$2,206.86	$287,256.34	2.134%	$514.76	$79,487.43
124	$2,721.63	$2,210.79	$285,045.55	2.134%	$510.84	$79,998.27
125	$2,721.63	$2,214.72	$282,830.83	2.134%	$506.91	$80,505.18
126	$2,721.63	$2,218.66	$280,612.17	2.134%	$502.97	$81,008.14
127	$2,721.63	$2,222.60	$278,389.57	2.134%	$499.02	$81,507.17
128	$2,721.63	$2,226.56	$276,163.01	2.134%	$495.07	$82,002.23
129	$2,721.63	$2,230.52	$273,932.49	2.134%	$491.11	$82,493.34
130	$2,721.63	$2,234.48	$271,698.01	2.134%	$487.14	$82,980.49
131	$2,721.63	$2,238.46	$269,459.55	2.134%	$483.17	$83,463.66
132	$2,721.63	$2,242.44	$267,217.11	2.134%	$479.19	$83,942.85
133	$2,721.63	$2,246.43	$264,970.69	2.134%	$475.20	$84,418.05
134	$2,721.63	$2,250.42	$262,720.27	2.134%	$471.21	$84,889.25
135	$2,721.63	$2,254.42	$260,465.84	2.134%	$467.20	$85,356.46
136	$2,721.63	$2,258.43	$258,207.41	2.134%	$463.20	$85,819.65
137	$2,721.63	$2,262.45	$255,944.97	2.134%	$459.18	$86,278.83
138	$2,721.63	$2,266.47	$253,678.49	2.134%	$455.16	$86,733.99
139	$2,721.63	$2,270.50	$251,407.99	2.134%	$451.12	$87,185.11
140	$2,721.63	$2,274.54	$249,133.45	2.134%	$447.09	$87,632.20
141	$2,721.63	$2,278.58	$246,854.87	2.134%	$443.04	$88,075.24
142	$2,721.63	$2,282.64	$244,572.23	2.134%	$438.99	$88,514.23
143	$2,721.63	$2,286.70	$242,285.54	2.134%	$434.93	$88,949.16
144	$2,721.63	$2,290.76	$239,994.77	2.134%	$430.86	$89,380.03
145	$2,721.63	$2,294.84	$237,699.94	2.134%	$426.79	$89,806.82
146	$2,721.63	$2,298.92	$235,401.02	2.134%	$422.71	$90,229.53
147	$2,721.63	$2,303.01	$233,098.02	2.134%	$418.62	$90,648.15
148	$2,721.63	$2,307.10	$230,790.92	2.134%	$414.53	$91,062.68
149	$2,721.63	$2,311.20	$228,479.71	2.134%	$410.42	$91,473.10
150	$2,721.63	$2,315.31	$226,164.40	2.134%	$406.31	$91,879.41
151	$2,721.63	$2,319.43	$223,844.97	2.134%	$402.20	$92,281.61
152	$2,721.63	$2,323.56	$221,521.41	2.134%	$398.07	$92,679.68
153	$2,721.63	$2,327.69	$219,193.73	2.134%	$393.94	$93,073.62
154	$2,721.63	$2,331.83	$216,861.90	2.134%	$389.80	$93,463.42
155	$2,721.63	$2,335.97	$214,525.92	2.134%	$385.65	$93,849.07
156	$2,721.63	$2,340.13	$212,185.80	2.134%	$381.50	$94,230.57
157	$2,721.63	$2,344.29	$209,841.51	2.134%	$377.34	$94,607.90
158	$2,721.63	$2,348.46	$207,493.05	2.134%	$373.17	$94,981.07
159	$2,721.63	$2,352.63	$205,140.41	2.134%	$368.99	$95,350.06
160	$2,721.63	$2,356.82	$202,783.59	2.134%	$364.81	$95,714.87
161	$2,721.63	$2,361.01	$200,422.58	2.134%	$360.62	$96,075.49
162	$2,721.63	$2,365.21	$198,057.38	2.134%	$356.42	$96,431.91
163	$2,721.63	$2,369.41	$195,687.96	2.134%	$352.21	$96,784.12
164	$2,721.63	$2,373.63	$193,314.33	2.134%	$348.00	$97,132.12
165	$2,721.63	$2,377.85	$190,936.48	2.134%	$343.78	$97,475.90
166	$2,721.63	$2,382.08	$188,554.41	2.134%	$339.55	$97,815.44
167	$2,721.63	$2,386.31	$186,168.09	2.134%	$335.31	$98,150.76
168	$2,721.63	$2,390.56	$183,777.53	2.134%	$331.07	$98,481.83
169	$2,721.63	$2,394.81	$181,382.73	2.134%	$326.82	$98,808.64
170	$2,721.63	$2,399.07	$178,983.66	2.134%	$322.56	$99,131.20
171	$2,721.63	$2,403.33	$176,580.32	2.134%	$318.29	$99,449.50
172	$2,721.63	$2,407.61	$174,172.72	2.134%	$314.02	$99,763.51
173	$2,721.63	$2,411.89	$171,760.83	2.134%	$309.74	$100,073.25
174	$2,721.63	$2,416.18	$169,344.65	2.134%	$305.45	$100,378.70
175	$2,721.63	$2,420.48	$166,924.17	2.134%	$301.15	$100,679.85
176	$2,721.63	$2,424.78	$164,499.39	2.134%	$296.85	$100,976.70
177	$2,721.63	$2,429.09	$162,070.30	2.134%	$292.53	$101,269.23
178	$2,721.63	$2,433.41	$159,636.89	2.134%	$288.22	$101,557.45

179	$2,721.63	$2,437.74	$157,199.15	2.134%	$283.89	$101,841.33
180	$2,721.63	$2,442.07	$154,757.08	2.134%	$279.55	$102,120.89
181	$2,721.63	$2,446.42	$152,310.66	2.134%	$275.21	$102,396.10
182	$2,721.63	$2,450.77	$149,859.89	2.134%	$270.86	$102,666.96
183	$2,721.63	$2,455.13	$147,404.77	2.134%	$266.50	$102,933.46
184	$2,721.63	$2,459.49	$144,945.27	2.134%	$262.13	$103,195.59
185	$2,721.63	$2,463.87	$142,481.41	2.134%	$257.76	$103,453.35
186	$2,721.63	$2,468.25	$140,013.16	2.134%	$253.38	$103,706.73
187	$2,721.63	$2,472.64	$137,540.53	2.134%	$248.99	$103,955.72
188	$2,721.63	$2,477.03	$135,063.49	2.134%	$244.59	$104,200.31
189	$2,721.63	$2,481.44	$132,582.05	2.134%	$240.19	$104,440.50
190	$2,721.63	$2,485.85	$130,096.20	2.134%	$235.78	$104,676.28
191	$2,721.63	$2,490.27	$127,605.93	2.134%	$231.35	$104,907.63
192	$2,721.63	$2,494.70	$125,111.23	2.134%	$226.93	$105,134.56
193	$2,721.63	$2,499.14	$122,612.09	2.134%	$222.49	$105,357.05
194	$2,721.63	$2,503.58	$120,108.51	2.134%	$218.05	$105,575.09
195	$2,721.63	$2,508.03	$117,600.48	2.134%	$213.59	$105,788.69
196	$2,721.63	$2,512.49	$115,087.98	2.134%	$209.13	$105,997.82
197	$2,721.63	$2,516.96	$112,571.02	2.134%	$204.66	$106,202.48
198	$2,721.63	$2,521.44	$110,049.58	2.134%	$200.19	$106,402.67
199	$2,721.63	$2,525.92	$107,523.66	2.134%	$195.70	$106,598.38
200	$2,721.63	$2,530.41	$104,993.25	2.134%	$191.21	$106,789.59
201	$2,721.63	$2,534.91	$102,458.33	2.134%	$186.71	$106,976.30
202	$2,721.63	$2,539.42	$99,918.91	2.134%	$182.21	$107,158.51
203	$2,721.63	$2,543.94	$97,374.97	2.134%	$177.69	$107,336.20
204	$2,721.63	$2,548.46	$94,826.51	2.134%	$173.17	$107,509.36
205	$2,721.63	$2,552.99	$92,273.52	2.134%	$168.63	$107,678.00
206	$2,721.63	$2,557.53	$89,715.99	2.134%	$164.09	$107,842.09
207	$2,721.63	$2,562.08	$87,153.90	2.134%	$159.54	$108,001.63
208	$2,721.63	$2,566.64	$84,587.27	2.134%	$154.99	$108,156.62
209	$2,721.63	$2,571.20	$82,016.06	2.134%	$150.42	$108,307.05
210	$2,721.63	$2,575.77	$79,440.29	2.134%	$145.85	$108,452.90
211	$2,721.63	$2,580.36	$76,859.93	2.134%	$141.27	$108,594.17
212	$2,721.63	$2,584.94	$74,274.99	2.134%	$136.68	$108,730.85
213	$2,721.63	$2,589.54	$71,685.45	2.134%	$132.09	$108,862.94
214	$2,721.63	$2,594.15	$69,091.30	2.134%	$127.48	$108,990.42
215	$2,721.63	$2,598.76	$66,492.54	2.134%	$122.87	$109,113.29
216	$2,721.63	$2,603.38	$63,889.16	2.134%	$118.25	$109,231.53
217	$2,721.63	$2,608.01	$61,281.15	2.134%	$113.62	$109,345.15
218	$2,721.63	$2,612.65	$58,668.50	2.134%	$108.98	$109,454.13
219	$2,721.63	$2,617.29	$56,051.21	2.134%	$104.33	$109,558.46
220	$2,721.63	$2,621.95	$53,429.26	2.134%	$99.68	$109,658.14
221	$2,721.63	$2,626.61	$50,802.65	2.134%	$95.02	$109,753.15
222	$2,721.63	$2,631.28	$48,171.37	2.134%	$90.34	$109,843.50
223	$2,721.63	$2,635.96	$45,535.41	2.134%	$85.66	$109,929.16
224	$2,721.63	$2,640.65	$42,894.76	2.134%	$80.98	$110,010.14
225	$2,721.63	$2,645.35	$40,249.41	2.134%	$76.28	$110,086.42
226	$2,721.63	$2,650.05	$37,599.36	2.134%	$71.58	$110,158.00
227	$2,721.63	$2,654.76	$34,944.60	2.134%	$66.86	$110,224.86
228	$2,721.63	$2,659.48	$32,285.11	2.134%	$62.14	$110,287.00
229	$2,721.63	$2,664.21	$29,620.90	2.134%	$57.41	$110,344.42
230	$2,721.63	$2,668.95	$26,951.95	2.134%	$52.68	$110,397.09
231	$2,721.63	$2,673.70	$24,278.25	2.134%	$47.93	$110,445.02
232	$2,721.63	$2,678.45	$21,599.80	2.134%	$43.17	$110,488.20
233	$2,721.63	$2,683.21	$18,916.59	2.134%	$38.41	$110,526.61
234	$2,721.63	$2,687.99	$16,228.60	2.134%	$33.64	$110,560.25
235	$2,721.63	$2,692.77	$13,535.83	2.134%	$28.86	$110,589.11
236	$2,721.63	$2,697.56	$10,838.28	2.134%	$24.07	$110,613.18
237	$2,721.63	$2,702.35	$8,135.93	2.134%	$19.27	$110,632.45
238	$2,721.63	$2,707.16	$5,428.77	2.134%	$14.47	$110,646.92
239	$2,721.63	$2,711.97	$2,716.80	2.134%	$9.65	$110,656.58
240	$2,721.63	$2,716.80	$0.00	2.134%	$4.83	$110,661.41

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Commonwealth of PA Privacy Statement Commonwealth of PA Security Statement

Exhibit D

SUMMARY OF BUDGETED AND PROJECTED

REVENUE AND EXPENSES

FISCAL YEARS 2015 THROUGH 2035

Linhart Area Sewershed Separation Project

EXHIBIT D

TOWNSHIP OF WILKINS
Allegheny County, Pennsylvania

SUMMARY OF BUDGETED AND PROJECTED
REVENUE AND EXPENSES
FISCAL YEARS 2015 THROUGH 2035
(All Figures in Dollars)

Year	Revenues: Sewer Revenues (1)	Revenues: Other Revenues	Revenues: Previous Carryover	Gross Revenue	Operating Expenses Less Expenses (3)	ALCOSAN Sewage Treatment (3)	Net Revenue Prior to Debt Service	Annual Debt Service	Net Revenues
2015 *	1,470,000	1,000	0	1,471,000	250,000	934,650	286,350	0	286,350
2016	1,470,000	1,200	286,350	1,757,550	400,000	1,005,000	352,550	31,554	320,996
2017	1,470,000	1,400	320,996	1,792,396	408,000	1,055,250	329,146	31,554	297,592
2018	1,470,000	1,600	297,592	1,769,192	418,200	1,086,908	264,085	31,554	232,531
2019	1,625,000	1,800	232,531	1,859,331	428,655	1,119,515	311,161	31,554	279,607
2020	1,625,000	2,000	279,607	1,906,607	439,371	1,153,100	314,135	31,554	282,581
2021	1,625,000	2,200	282,581	1,909,781	450,356	1,187,693	271,732	32,660	239,072
2022	1,625,000	2,400	239,072	1,866,472	461,615	1,223,324	181,534	32,660	148,874
2023	1,800,000	2,600	148,874	1,951,474	473,155	1,260,024	218,295	32,660	185,635
2024	1,800,000	2,800	185,635	1,988,435	484,984	1,297,824	205,627	32,660	172,967
2025	1,800,000	3,000	172,967	1,975,967	497,108	1,336,759	142,100	32,660	109,440
2026	1,800,000	3,200	109,440	1,912,640	509,536	1,376,862	26,242	32,660	(6,418)
2027	1,980,000	3,400	(6,418)	1,976,982	522,274	1,418,168	36,539	32,660	3,879
2028	1,980,000	3,600	3,879	1,987,479	535,331	1,460,713	(8,565)	32,660	(41,225)
2029	1,980,000	3,800	(41,225)	1,942,575	548,715	1,504,534	(110,674)	32,660	(143,334)
2030	1,980,000	4,000	(143,334)	1,840,666	562,433	1,549,670	(271,436)	32,660	(304,096)
2031	2,250,000	4,200	(304,096)	1,950,104	576,493	1,596,160	(222,550)	32,660	(255,210)
2032	2,250,000	4,400	(255,210)	1,999,190	590,906	1,644,045	(235,761)	32,660	(268,421)
2033	2,500,000	4,800	(268,421)	2,236,379	605,678	1,693,366	(62,665)	32,660	(95,325)
2034	2,500,000	5,000	(95,325)	2,409,675	620,820	1,744,167	44,687	32,660	12,027
2035	2,500,000	5,200	12,027	2,517,227	636,341	1,796,492	84,394	32,660	51,734

* - Based upon December 2012 Audited figures
(1) - Assumes a 10% increase in sewer rates approximately every four years - 2019, 2023, 2027, 2031, 2033
(2) - Assumes 2.0% Annual Increase in Operating Expenses
(3) - Assumes 5% Annual Increase for Sewage Treatment (ALCOSAN)
ALCOSAN entered into their own Consent Order with the EPA and significant increases in rates are anticiapted.

Exhibit E

PENNVEST FUNDING OFFER

Linhart Area Sewershed Separation Project

PENNVEST Funding Offer

This Funding Offer is based upon the information submitted for consideration. This offer includes the amount of PENNVEST funding, interest rate, repayment term, as well as the standard terms and conditions that accompany the offer. You must accept the offer in order to continue on to the settlement checklist and information collection process.

Description

Contact: Rebecca Bradley

Project Number: 02375031402-CS Status: Approved

Project Title: Wilkins Twp - Linhart Area Sewer Separation Project

Company: Township of Wilkins

Funding Offer

Board Approval Date:	4/22/2014
Loan Amount:	$537,000.00
Grant Amount:	$0.00
Estimated Monthly Payments for Years 1 through 5:	$2,629.48
Estimated Monthly Payments for Years 6 through Maturity:	$2,721.63
Amortization Period in Months:	240
Interest Only plus Amortization Period in Months:	(up to) 36
Interest Rate of Loan for Years 1 through 5:	1.654
Interest Rate of Loan for Years 6 through Maturity:	2.134

Cost Break Down

PHASE	PENNVEST	LOCAL	TOTAL
Administrative	$1,000.00	$0.00	$1,000.00
Legal	$14,000.00	$0.00	$14,000.00
Financial/Accounting	$0.00	$0.00	$0.00
Interest	$10,000.00	$0.00	$10,000.00
Engineering	$45,000.00	$45,000.00	$90,000.00
Permits	$0.00	$0.00	$0.00
Lands	$0.00	$0.00	$0.00
Construction	$402,000.00	$248,000.00	$650,000.00
Contingency	$65,000.00	$0.00	$65,000.00
Other	$0.00	$0.00	$0.00
TOTAL	**$537,000.00**	**$293,000.00**	**$830,000.00**

Collateral

Collateral

1. The note of the Township of Wilkins secured by a lien on its sewer revenues.
2. The note of the Township of Wilkins shall also be secured by a pledge of its taxing authority.

Special Conditions

3. Enactment of an ordinance prior to settlement providing that the Township of Wilkins has sufficient rates in place or has provided for the implementation of such rates within three months of the scheduled amortization date as defined at settlement, where such rates shall cover all operational and maintenance costs, the debt service on the PENNVEST Loan and the debt service on all other outstanding debt of the funding recipient.

4. Receipt of the annual audited financial statements of the Township of Wilkins for the term of the PENNVEST loan. Said audited financial statements shall account for the Township's Sewer Operations in a separate Township Enterprise Fund going forward.

Terms And Conditions

General Financial Terms & Conditions

Funding Recipient

For purposes of this Funding Offer, Company may be referred to herein as Funding Recipient.

Funds Availability

Funding Recipient agrees that this Funding Offer is subject to the availability of PENNVEST funds.

Repayment

Funding Recipient agrees to repay PENNVEST in accordance with the terms set forth in this Funding Offer.

Funding Offer Acceptance

Funding Recipient agrees to make every effort to accept this Funding Offer within thirty (30) days from the date the Board approved the funding for this project. In any event, if the Funding Offer is not accepted within forty-nine (49) days from the date the Board approved the funding for this project, the Funding Offer will be withdrawn unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

Settlement Date

Funding Recipient agrees to make every effort to confirm the contractual obligations with PENNVEST and to provide consideration for this Funding Offer ("Settlement") within one hundred and eighty two (182) days from the date the Board approved the original funding for this project ("Settlement Date"). In any event, if a Settlement Date does not occur within two hundred and seventy six days (276) days from the date the Board approved the original funding for this project, this Funding Offer will terminate unless there are extenuating circumstances which in PENNVEST's sole discretion require an extension.

General Financial Terms & Conditions

Collateral

Funding Recipient agrees, if applicable, to secure repayment by providing the collateral set forth in this Funding Offer. Any change to the collateral set forth in the Funding Offer shall require a written request from the Funding Recipient and the consent of PENNVEST.

Revenue Stream

If applicable, Funding Recipient agrees to provide, in a form satisfactory to PENNVEST, evidence that Funding Recipient has a revenue stream sufficient to repay the debt service on the financial assistance provided by PENNVEST, unless PENNVEST has approved the use of other collateral independent of the revenue stream to secure repayment. In addition, the Funding Recipient shall enact an ordinance, adopt a resolution, or take other such official action as may be appropriate, prior to Settlement, which provides for the implementation of sufficient rates or revenues to cover all operational and maintenance costs, the debt service on any PENNVEST loan and the debt service on all other outstanding debt of the Funding Recipient at least three (3) months prior to the scheduled amortization date (as defined in the Funding Agreement). In any event, Funding Recipient shall provide, in a form satisfactory to PENNVEST, a plan for repayment of any PENNVEST loan. If Funding Recipient is regulated by the Public Utility Commission ("PUC"), Funding Recipient agrees to take all necessary actions to obtain PUC approval of revenue stream rates.

Payment of Costs

Funding Recipient agrees, without condition, to pay all reasonable fees, expenses, taxes, costs and charges associated with the financial assistance being provided by PENNVEST, including but not limited to, title insurance premiums and search fees, survey costs, and recording and filing fees, if any.

Additional Information

Funding Recipient agrees that PENNVEST can require additional information or documentation and impose further conditions if PENNVEST deems necessary based upon review of the information submitted by the Funding Recipient.

Assignment

Funding Recipient agrees not to assign the proceeds from the financial assistance provided by PENNVEST without the prior written consent of PENNVEST. Any attempt at assignment without consent shall be void.

Modification

Funding Recipient agrees that no change or modification to this Funding Offer shall be valid unless the Funding Recipient and PENNVEST agree to such change or modification in writing.

General Financial Terms & Conditions

Entire Agreement

Funding Recipient further agrees that this Funding Offer represents the entire funding offer agreement between the parties and to the extent this offer represents an increase funding approval this offer integrates and includes any and all prior or contemporaneous agreements between the parties relating to this project.

Survival

Funding Recipient agrees that the obligations set forth in this Funding Offer shall survive Settlement on the financial assistance and shall be continuing obligations until all required payments, including applicable interest and fees, have been made in full and all other obligations have been fully completed and discharged.

Outstanding Financial Assistance

Funding Recipient agrees that, to the extent that financial assistance requiring repayment was previously provided to funding recipient by the Water Facilities Loan Board or PENNVEST and has not been fully repaid, Funding Recipient is in compliance with obligations under the prior funding documents and is not delinquent on repayment.

Refinancing

Funding Recipient shall not use PENNVEST funds to replace long-term financing that has been offered or committed to the Funding Recipient at reasonable rates as of the date of this Funding Offer.

Independent Audits

Funding Recipient agrees, if required by PENNVEST, to obtain independent audits of its financial documents and condition and to submit certified copies of such audits to PENNVEST.

Other Obligations

Funding Recipient agrees that accepting funding from PENNVEST will not result in a default by Funding Recipient on any other obligation of Funding Recipient, including but not limited to, a default pursuant to the terms of any bond offering, indenture, mortgage, restriction, lease, or other agreement. Funding Recipient agrees to provide PENNVEST with evidence that no such default will occur, in a form satisfactory to PENNVEST, prior to the Settlement Date.

General Financial Terms & Conditions

Insurance

Funding Recipient agrees to maintain, or cause to be maintained, adequate business insurance coverage on its business assets for the term of the financial assistance including the construction period and to provide PENNVEST with evidence of such insurance, in a form satisfactory to PENNVEST, prior to the Settlement Date. In the event of a Brownfields project, Funding Recipient also agrees to obtain and cause to be maintained environmental cost cap and remediation liability insurance until such time that Funding Recipient receives a letter from DEP releasing the Funding Recipient from liability of known contaminants under Act 2, a later defined term. In the event PENNVEST obtains a mortgage as collateral, Funding Recipient also agrees to obtain a lenders title insurance policy and endorsements on terms and conditions acceptable to PENNVEST.

Tax-Exempt Financing

Funding Recipient agrees not to report any funding received from PENNVEST as a tax-exempt financing.

Automatic Debit/Credit

Funding Recipient agrees to comply with any automated debit or credit system that PENNVEST may institute.

Attorney

Funding Recipient agrees, if applicable, to retain an attorney, licensed to practice law in the Commonwealth of Pennsylvania, to provide legal assistance and advice to the Funding Recipient with regard to the terms and conditions of this Funding Offer and to provide the requisite opinions of counsel at Settlement. Funding Recipient agrees to provide PENNVEST with a copy of its engagement letter, which shall include the attorney's total anticipated fee with respect to the project, in a form satisfactory to PENNVEST, prior to the Settlement Date. At Settlement, the Funding Recipient shall furnish to PENNVEST an opinion of the Funding Recipient's counsel, in a form satisfactory to PENNVEST, that, among other things, the Funding Recipient is duly organized and authorized to enter into the transaction; that the transaction and its terms do not violate any rules, regulations, laws, orders or agreements by which the Funding Recipient is bound; that there is no litigation threatened or pending that will affect the Funding Recipient's ability to enter into the transaction or complete this project; and that the Funding Recipient has acquired, and has good and marketable title to, all real property interests necessary to complete this project. The opinion letter will also address any other matters to which PENNVEST wishes the Funding Recipient's counsel to opine.

Conference Calls

As a condition of this Funding Offer, Funding Recipient, its licensed engineer and its attorney, if applicable, shall be available to participate in conference calls with PENNVEST to work through the Settlement process effective immediately after approval of this Funding Offer, unless such condition is expressly waived by PENNVEST. All conference call attendees should have electronic access to the PENNVEST Online Funding Request website during all scheduled conference calls.

General Financial Terms & Conditions

Funds Disbursement Process

As a condition of this Funding Offer, Funding Recipient understands that it will be required to participate in PENNVEST's funds disbursement process.

Financial Statements

If applicable, within one hundred eighty (180) days after the end of each fiscal year, the Funding Recipient shall transmit to PENNVEST its financial statements using PENNVEST's facsimile procedure on the PENNVEST website under Annual Financial Statement / Audit Report Submission. The financial statements shall consist of a balance sheet, income statement and statement of source and application of funds. Such financial statements:

a. Shall be prepared by an independent public accounting firm approved by the Authority;

b. Shall be prepared in accordance with generally accepted accounting principles and practices consistently applied or generally accepted governmental accounting principles and practices consistently applied, as may be applicable;

c. Shall be in a form satisfactory to PENNVEST; and

d. Shall be certified as true and correct by the chief financial officer of the Funding Recipient.

Confidential Information

The Funding Recipient agrees not to include confidential or proprietary information or trade secrets as part of any submission to PENNEST in response to this Funding Offer or in preparation for Settlement. If the Funding Recipient determines that it must divulge such information as part of its submissions, the Funding Recipient agrees to submit a signed written statement to that effect in accordance with 65 P.S. § 67.707(b) and agrees to additionally provide a redacted version of its proposal, which removes only the confidential or proprietary information and trade secrets for public disclosure purposes.

Right-to-Know Law

a. The Pennsylvania Right-to-Know Law (hereinafter referred to as the "RTKL"), 65 P.S. §§ 67.101-3104, applies to this Funding Offer and all documents provided to PENNVEST in connection with Settlement (the "Funding Documents"). For the purpose of administering the matters relating to the RTKL set forth in this Section, the applicable "Commonwealth agency" as provided in the RTKL shall be PENNVEST. Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the RTKL.

b. If PENNVEST needs the Funding Recipient's assistance in any matter arising out of the RTKL, PENNVEST shall notify the Funding Recipient in writing.

c. Upon written notification from PENNVEST that it requires the Funding Recipient's assistance in responding to a request under the RTKL for information that may be in the Funding Recipient's possession, constituting, or alleged to constitute, a Public Record in accordance with the RTKL, Funding Recipient shall:

(i) Provide PENNVEST, within ten (10) calendar days after receipt of such notification, access to, and copies of, any document or information in the Funding Recipient's possession arising out of this Funding Offer or the Funding Documents that PENNVEST reasonably believes may be a Public Record under the

RTKL ("Requested Information"), to permit PENNVEST to evaluate whether such Requested Information is, in fact, a Public Record within the scope of the subject RTKL information request; provided, however, that providing such Requested Information not previously in PENNVEST's possession shall not be considered an admission by the Funding Recipient that such records are Public Records under the RTKL; and

(ii) Provide such other assistance as PENNVEST reasonably may request, in order to comply with the RTKL.

If the Funding Recipient fails to provide the Requested Information within ten (10) calendar days after receipt of such request, the Funding Recipient shall indemnify and hold PENNVEST harmless for any damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure, including any statutory damages assessed against PENNVEST.

d. If the Funding Recipient considers the Requested Information not to be a Public Record, or exempt from production due to the inclusion of trade secret, confidential proprietary information, or any other reason for exemption from production as a Public Record under the RTKL, the Funding Recipient shall provide a written statement to PENNVEST within seven (7) days of receipt of PENNVEST's request for the Requested Information. This statement shall be signed by a representative of the Funding Recipient, explaining why the Funding Recipient considers the Requested Information exempt from public disclosure.

e. If such a written statement is timely provided, PENNVEST will rely upon it in denying a RTKL request for the information. However, if PENNVEST reasonably determines that such written statement is patently flawed or the Requested Information is, on its face, clearly not protected from disclosure under the RTKL, the Funding Recipient shall, subject to its rights of appeal, provide the Requested Information within five (5) business days of notification of PENNVEST's decision.

If the Funding Recipient fails to provide the Requested Information within the five (5) business days, the Funding Recipient shall indemnify and hold PENNVEST harmless from any damages, legal fees, penalties, detriment or harm, including statutory damages assessed against PENNVEST that PENNVEST may incur under the RTKL as a result of the Funding Recipient's failure to provide the records.

f. The Funding Recipient shall be entitled to challenge or appeal any decision of PENNVEST, the Commonwealth Office of Open Records ("OOR") or any applicable court mandating the release of any record to the public which the Funding Recipient believes is not properly subject to disclosure under the RTKL; provided, however, that (i) the Funding Recipient shall be solely responsible for all costs related to such action; and (ii) the Funding Recipient shall indemnify and hold harmless PENNVEST from and against any and all legal fees, damages, penalties, detriment or harm that PENNVEST may incur under the RTKL as a result of such action, including any statutory damages assessed against PENNVEST, regardless of the outcome of such legal challenge. If the Funding Recipient does not appeal or is not successful after final appeal from a determination by the OOR or Pennsylvania courts, the Funding Recipient agrees to waive all rights or remedies that may be available to it as a result of PENNVEST's subsequent disclosure of Requested Information pursuant to such a decision by the OOR or Pennsylvania courts. PENNVEST will reimburse the Funding Recipient for any costs associated with complying with this provision, but only to the extent allowed under the fee schedule established by the OOR, or as otherwise provided by the RTKL, if the fee schedule is inapplicable.

g. Notwithstanding the foregoing, nothing set forth herein is intended, nor shall it be construed, to expand the Funding Recipient's obligations, or PENNVEST's authority, beyond those obligations and authority, respectively, as are set forth in the RTKL, and the sole remedy for any failure by the Funding Recipient to perform any obligation arising hereunder, or under the RTKL, shall be limited to those specifically provided for pursuant to the RTKL, and the failure of the Funding Recipient to comply with the provisions of this Section shall not constitute a default or Event of Default under the Funding Offer or the Funding Documents.

General Financial Terms & Conditions

Nutrient/Environmental Credits

The nutrient credits, or any other marketable environmental credits, (if any) generated as a result of this subsidized funding, as well as any proceeds derived from the subsequent sale of the same, shall be the property of PENNVEST to the extent of the value of the subsidy associated with credit generating project components. Thus a grant, principal forgiveness offer or subsidized interest rate loan shall afford PENNVEST ownership in the credits and proceeds derived therefrom in an amount equal to the grant, principal forgiveness or the present value of the interest rate subsidy provided, to the extent such funds were used to finance credit generating project components, including a proportionate share of indirect costs. At the time of Settlement, once project costs are known based on bids in hand, a preliminary estimate of the value of the subsidy will be calculated and included in the Funding Agreement. Once final project costs are determined, the final value of the subsidy will be calculated by PENNVEST at the time of project closeout. PENNVEST shall have the right to collect nutrient credits, or proceeds of the sale of same, until the end of the useful life of the Project, which date will be included in the Funding Agreement. The end of the useful life of the Project will be calculated by PENNVEST in its sole discretion; however, PENNVEST will use industry standards in making its determination of the useful life of the Project. The Funding Recipient shall take all steps necessary to certify, verify or register any nutrient credits or other credits generated as a result of the Project Funding that are owned by PENNVEST and for which PENNVEST requests such steps to be taken on the part of the Funding Recipient. PENNVEST will reimburse reasonable costs (as determined by PENNVEST) incurred by the Funding Recipient for the actions undertaken to comply with this requirement, provided that there are sufficient revenues accruing to PENNVEST from its ownership interest in these nutrient or other credits. If such revenues are insufficient, PENNVEST, at its discretion, may use other revenues for this purpose. Notwithstanding the foregoing, PENNVEST hereby agrees that the Funding Recipient shall be entitled to retain no less than fifty percent (50%) of all nutrient credits generated in any water compliance year, or no less than fifty percent (50%) of the proceeds derived from the subsequent sale of the same. PENNVEST, in its sole discretion, has the right to claim up to fifty percent (50%) of the nutrient credits generated by the Funding Recipient in any water compliance year, or up to fifty percent (50%) of the proceeds derived from the subsequent sale of the same. If the Funding Recipient desires to sell nutrient credits generated as a result of this Project Funding, the Funding Recipient shall obtain the PENNVEST's prior written consent, at which time PENNVEST will issue a determination as to whether it intends to redeem any nutrient credits, or proceeds of the sale of the same. If the Funding Recipient delivers nutrient credits to PENNVEST, the per-credit value of the nutrient credit shall be equal to the most recent price at which credits of that particular nutrient type and watershed type were sold in PENNVEST's nutrient credit auction, or if that information is not available, the most recent price at which the closest nutrient credit type and watershed type were sold in PENNVEST's nutrient credit auction, as determined by the Authority in its sole discretion.

Construction-Related Terms & Conditions

Construction Start

Funding Recipient agrees that construction shall not be initiated prior to the Settlement Date unless Funding Recipient has obtained prior written authorization from PENNVEST.

Engineering

Funding Recipient agrees, if applicable, to retain a licensed engineer competent to design and/or implement the project and provide construction oversight. Funding Recipient agrees to provide PENNVEST with evidence of such engineer's agreement, including the engineer's total fee to complete the project, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Construction-Related Terms & Conditions

Continuing Education

Funding Recipient agrees to comply with the continuing education requirements set forth in the Pennsylvania Infrastructure Investment Authority Act, March 1, 1988, P.L.82, No. 16, as amended, 35 P.S. § 751.10(j).

Steel Products

Funding Recipient agrees to comply with the provisions of the Steel Products Procurement Act, March 3, 1978, P.L. 6, No. 3, 73 P.S. § 1881 et seq., in every construction contract awarded for this project.

Real Estate

Prior to Settlement on this Funding Offer, Funding Recipient agrees to acquire all easements, rights-of-way, or other interests in real property needed for the construction of the project, and to have its attorney opine that all real property interests are free and clear of all liens and encumbrances other than those liens and encumbrances which will not adversely interfere with the project. If property interests are being acquired through condemnation and appeal rights have not been waived, PENNVEST will not conduct Settlement until the appeal period has expired and any preliminary objections have been satisfactorily resolved. If PENNVEST assumes an interest in real estate as a part of its collateral securing the PENNVEST funding, Funding Recipient agrees to obtain an appraisal and survey of the real estate and title insurance on the real estate on terms and conditions satisfactory to PENNVEST.

Permits

Funding Recipient agrees to obtain all permits needed for the construction of the project prior to Settlement on this Funding Offer. PENNVEST will not conduct Settlement until all appeal periods for such permits have expired. If an appeal is filed, PENNVEST, in its sole discretion, may choose not to conduct Settlement on this Funding Offer until the appeal is satisfactorily resolved.

Compliance

Funding Recipient agrees to comply with all local, state and federal statutes, regulations, and permit requirements applicable to the construction of the project and the operation of the project or system of which the project is a component part.

Bid Requirement

Funding Recipient agrees that no specification for bids in connection with the project financed by this Funding Offer shall be written in such a manner as to contain proprietary, exclusionary, or discriminatory requirements other than those based upon performance, unless such requirements are necessary to test or demonstrate a specific thing or to provide for necessary interchangeability of parts and equipment and, if available, Funding Recipient shall include at least two brand names or trade names of comparable quality or utility followed by the words "or equal".

Construction-Related Terms & Conditions

Construction Contracts

Funding Recipient agrees to enter into written contracts with parties constructing the project and to require insurance, performance bonds and payment bonds covering the work to be performed. Funding Recipient agrees to provide PENNVEST with evidence of such contracts, insurance and bonds, in a form satisfactory to PENNVEST, prior to the Settlement Date.

Performance Certification

On the one-year anniversary of completion of the project, Funding Recipient agrees, if applicable, to provide PENNVEST with certification from a licensed engineer or other designated professional that the design, construction, maintenance and operation of the project system is consistent with the plans and specifications, as approved by PENNVEST and DEP.

Brownfields Projects

If the project receiving PENNVEST funding is being performed on a Brownfields site, then Funding Recipient shall certify and provide evidence satisfactory to PENNVEST that the purpose of the Brownfields project is to encourage the cleanup or reuse of contaminated property pursuant to Pennsylvania's Land Recycling and Environmental Remediation Standards Act ("Act 2"), 35 P.S § 6026.101 et seq., as administered under the Pennsylvania Department of Environmental Protection ("DEP") Land Recycling Program. Such evidence shall include, but not be limited to, DEP review and approval of the project under Act 2 standards and DEP review and approval of the means and methods of remediation at the time of application, DEP review and approval of any changes in the means and methods of remediation at the time of Settlement and DEP review of the completed remediation project and release of the Funding Recipient from liability at the time of project completion. For purposes of this Funding Offer, the term construction includes remediation work on Brownfields sites.

Funding Additional Costs of Construction

Prior to Settlement on this Funding Offer, Funding Recipient agrees to provide evidence to PENNVEST of all other sources of funding which will be used to finance any portion of the construction costs for this project. Funding Recipient further acknowledges that this Funding Offer does not obligate PENNVEST to finance any increase in the cost of the construction for this project.

Project Scope

Funding Recipient agrees not to change the scope of the project as presented to PENNVEST in its application, and any associated plans and specifications, without the express written consent of PENNVEST. If prior to Settlement a change of scope affects the project priority ranking previously assigned to this project to the extent that it would not have been approved by the PENNVEST Board of Directors, this Funding Offer, and any acceptance thereof, shall be null and void.

Construction-Related Terms & Conditions

Nonpoint Source and Estuary Protection Projects

If the project receiving PENNVEST funding is a nonpoint source or estuary protection project, then Funding Recipient shall construct or maintain the nonpoint source or estuary protection project contemplated herein, in order to comply with 25 Pa. Code §965.3. In the event the Funding Recipient maintains the project, or employs an agent to maintain the project on its behalf, such maintenance shall be for the useful life of the equipment or asset, or the life of the loan (if applicable), whichever is greater.

Cost-effectiveness Analysis

If prior to Settlement, PENNVEST determines that the nutrient discharge problem to be alleviated by the project being funded by this Funding Offer can be more cost-effectively achieved through the purchase of nutrient credits, then PENNVEST reserves the right, in its sole discretion, to modify the terms and conditions of this Funding Offer to accommodate the purchase of nutrient credits.

Management Terms & Conditions

Discrimination

Funding Recipient agrees not to discriminate on the basis of race, color, religious creed, ancestry, age, sex, natural origin, non-job related handicap or disability, or the use of a guide or support animal because of the blindness, deafness or physical handicap against any individual or independent contractor in activities funded by this Funding Offer, and shall be in compliance with the Pennsylvania Human Relations Act, Oct. 27, 1955, P.L. 744, No. 222, as amended, 43 P.S. § 951 et seq.

Contractor Responsibility

Consistent with Commonwealth Management Directive 215.9, Contractor Responsibility Program, dated April 16, 1999, Funding Recipient certifies that neither Funding Recipient nor any contractor or supplier providing services on this project are under suspension or debarment by the Commonwealth of Pennsylvania, any other state, or the federal government. Funding Recipient further certifies that it has no delinquent tax liabilities or other Commonwealth obligations. If any suspension, debarment or delinquent obligation arises during the term of the agreement with PENNVEST for financial assistance, Funding Recipient agrees to notify PENNVEST within 15 days. Moreover, Funding Recipient agrees that failure to provide such notice shall constitute a default of the agreement. Funding Recipient agrees to be responsible for all necessary and reasonable costs incurred by the Office of Inspector General in investigating compliance with this provision when such investigation results in suspension or debarment of Funding Recipient or a contractor providing services on this project.

Contractor Integrity

Funding Recipient agrees to comply, and to require compliance by any contractors providing services on this project, with the contractor integrity provisions set forth in Management Directive 215.8, Contractor Integrity Provisions for Commonwealth Contracts, dated December 20, 1991.

Management Terms & Conditions

Inspection/Audit

Funding Recipient agrees that PENNVEST, or its agents and representatives, shall have the right to inspect the project and audit the financial condition of Funding Recipient at any and all reasonable times. Funding Recipient further agrees to allow PENNVEST, or its agents and representatives, to examine and make copies of its drawing, plans, books, records, accounting data and other documents pertaining to the project or the financial condition of Funding Recipient.

Default

Funding Recipient agrees that PENNVEST, upon the occurrence of any of the following events, may declare Funding Recipient in default and exercise any available rights or remedies as PENNVEST deems necessary and appropriate:

a. Material Change. A material adverse change in conditions represented to PENNVEST at or prior to Settlement on this Funding Offer relating to: (1) the financial condition of the Funding Recipient or any guarantor, (2) the Funding Recipient's ownership interest in or physical condition of the real property required for the project, or (3) the nature/scope of the project; or

b. Bankruptcy. The filing by or against the Funding Recipient or any guarantor of a petition in bankruptcy or insolvency, for reorganization or the appointment of a receiver or trustee; or the making by the Funding Recipient or any guarantor of an assignment for the benefit of creditors, or in the event of any similar act or ordinance.

c. Suspension/Debarment. Failure to notify PENNVEST within 15 days of any suspension or debarment of the Funding Recipient, its contractors or suppliers by the Commonwealth of Pennsylvania, any other state or the federal government, or failure to notify PENNVEST within 15 days of any delinquent tax liability or other Commonwealth obligation of the Funding Recipient.

This provision shall apply from the date of the issuance of this Funding Offer through the Settlement Date.

Public Relations, Lobbying, Litigation

Funding Recipient agrees not to use funds provided through this offer for the purpose of public relations, outreach not directly related to project implementation, communications, lobbying or litigation costs.

On behalf of the PENNVEST Board, I Paul Marchetti, am hereby authorized to make this Funding Offer.

Paul Marchetti
Executive Director, PENNVEST

Disclaimer

PENNVEST recognizes that there may be aspects of this offer that the applicant may need to discuss during the loan closing process. In particular, the applicant may wish to request modifications to some of the terms and conditions contained in this offer. By signing this offer, the applicant is not precluded from raising such issues and making such requests during the loan closing process. PENNVEST will consider the merits of any such issues that the applicant raises during this process.

Signature

By signing below,

Signor is an authorized signatory for the Funding Recipient.
Signor, on behalf of the Funding Recipient, hereby accepts the funding offer.
Signor, on behalf of the Funding Recipient, hereby accepts and agrees to the use of electronic signature as a legal and binding signature.

Signature Rebecca Bradley
Signed By: Rebecca Bradley
Date Signed: 5/13/2014 12:01:29 PM
2e18248d-c049-4e0e-9169-aa6fd8cb833d

Date 5/13/2014

TRIB TOTAL MEDIA

LEGAL ADVERTISING

Proof of Publication of Notice in The Tribune-Review

Under the Act of July 9, 1976, P. L. 877, No. 160

Commonwealth of Pennsylvania
County of Westmoreland } SS:

DALYNN SCIOTTO, Classified Advertising Manager of the Trib Total Media, Inc., a corporation of the Commonwealth of Pennsylvania with places of business in Greensburg, Westmoreland County, Pennsylvania and Pittsburgh, Allegheny County, Pennsylvania, being duly sworn, deposes and says that the **Tribune-Review** is a daily newspaper circulated in Southwestern Pennsylvania. Said corporation was established in the year 1924. A copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the said daily newspaper on the following dates, viz:
LEGAL# 5911489, RE: NOTICE OF ORDINANCE ADOPTION; 20TH DAY OF AUGUST, 2014.

Affiant further deposes that s/he is an officer duly Authorized by the Trib Total Media, Inc., publisher of The Tribune-Review, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Classified Advertising Manager,
Trib Total Media, Inc.

Sworn to and subscribed before me this
20TH day of AUGUST, 2014.

Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
JoAnn M. Callahan, Notary Public
City of Greensburg, Westmoreland County
My Commission Expires July 1, 2016
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Statement of Advertising Costs

REBECCA BRADLEY, MGR.
TOWNSHIP OF WILKINS
110 PEFFER ROAD
TURTLE CREEK, PA 15145

To **TribTotal Media, Inc.**
For Publishing the notice or advertisement attached

hereto on the above stated dates	$179.31
Probating Same	$ 0
Total	$ 179.31

Publisher's Receipt for Advertising

The **Trib Total Media, Inc.**, publisher of **The Tribune-** hereby acknowledges a receipt of the aforesaid advertising and publication co been fully paid.
Trib Total Media Inc., Publisher
of **The Tribune-Review**, a Daily Newspaper.

By_____

TOWNSHIP OF WILKINS
NOTICE OF ORDINANCE ADOPTION

NOTICE IS HEREBY GIVEN that on August 25, 2014 at 7:00 PM at the Wilkins Township Municipal Building, 110 Peffer Road, Turtle Creek, PA, the Board of Commissioners of the Township of Wilkins, Allegheny County, will act on an ordinance to which this notice is the summary, authorizing the issuance of and awarding not in excess of $537,000.00 in principal amount, a guaranteed revenue note, at a private sale. If enacted, the ordinance will award the Note to the purchaser thereof, approve the Note in substantially the form thereof, fix the rate of interest to be paid, pledge project revenues and the full faith and credit of the Township of Wilkins for the payment thereof, create a sinking fund, and authorize proper officers to take the necessary steps to issue the Note. The funds to be obtained from the borrowing will be used for the following purpose: Separation of the storm water and sanitary lines in the Linhart Sewershed.

A copy of the full text of the proposed ordinance may be examined by any citizen in the Office of the Secretary of the Township of Wilkins at 110 Peffer Road, Turtle Creek, PA 15145 on any business day between the hours of 8:30 AM and 4:30 PM, prevailing time.

Township of Wilkins

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

Allegheny County
Founded in 1821

Irene J. Pohl Municipal Building
110 Peffer Road
Turtle Creek, PA 15145-1192

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

August 18, 2014

Ms. Joann Callahan
Pittsburgh Tribune Review
Legal Advertisements
jcallahan@tribweb.com

Dear Ms. Callahan:

Please run the following Notice of Ordinance Adoption once in the legal advertisements section of the Pittsburgh Tribune Review on Wednesday, August 20, 2014. Please submit proof of publication and invoicing to my attention. Please contact me if you have any questions.

Sincerely,

TOWNSHIP OF WILKINS

Transmitted electronically 08/18/14

Rebecca Bradley
Manager

Telephone: (412) 824-6650
Fax: (412) 824-3808 * Police Fax: (412) 824-6647 * Public Works Fax: (412) 824-1986

TOWNSHIP OF WILKINS
NOTICE OF ORDINANCE ADOPTION

NOTICE IS HEREBY GIVEN that on August 25, 2014, at 7:00 PM at the Wilkins Township Municipal Building, 110 Peffer Road, Turtle Creek, PA, the Board of Commissioners of the Township of Wilkins, Allegheny County, will act on an ordinance (of which this notice is the summary) authorizing the issuance of and awarding not in excess of $537,000.00, in principal amount, a guaranteed revenue note, at a private sale. If enacted, the ordinance will award the Note to the purchaser thereof, approve the substantial form thereof, fix the rate of interest to be paid, pledge project revenues and the full faith and credit of the Township of Wilkins for the payment thereof, create a sinking fund and authorize the proper officers to take the necessary steps to issue the Note. The funds to be obtained from the borrowing will be used for the following purpose: Separation of the storm water and sanitary lines in the Linhart Sewershed.

A copy of the full text of the proposed ordinance may be examined by any citizen in the Office of the Secretary of the Township of Wilkins at 110 Peffer Road, Turtle Creek, PA 15145 on any business day between the hours of 8:30 AM and 4:30 PM, prevailing time.

Rebecca Bradley
Manager

Dated: August 18, 2014

NOTICE

NOTICE IS HEREBY GIVEN that on _____, 20 ___, at M., at _____, Pennsylvania, the officers of the _____, _____ County, Pennsylvania, will act on an ordinance (of which this notice is the summary) authorizing the issuance of and awarding not in excess of $_____, principal amount, guaranteed revenue note, at a private sale. If enacted, the ordinance will award the Note to the purchaser thereof, approve the substantial form thereof, fix the rate of interest to be paid, pledge project revenues and the full faith and credit of the local government unit for the payment thereof, create a sinking fund and authorize the proper officers to take the necessary steps to issue the Note. The funds to be obtained from the borrowing will be used for the following purpose:

[Project Description] _____

_____

A copy of the full text of the proposed ordinance may be examined by any citizen in the office of the Secretary of the local government unit at _____, Pennsylvania, on any business day (except Saturdays and Sundays) between the hours of _____A.M. and _____ P.M., prevailing time.

Secretary of

DATED: _____, 20

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1044

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 121, PEDDLING AND SOLICITING, SECTION 121-4, APPLICATION, TO ADD REQUIREMENTS FOR TRANSIENT MERCHANTS.

WHEREAS, the purpose of this ordinance is to add requirements controlling and correcting certain conditions connected with the activities of persons soliciting as transient merchants; and

WHEREAS, these additional requirements serve to protect the established businesses and residents of the community.

The Township of Wilkins Ordains as follows:

SECTION 1. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 121, Peddling and Soliciting, Section 121-4, Application, Paragraph A, subparagraph (2) is hereby amended as follows:

(2) The complete permanent home and local address of the applicant and, in the case of transient merchants, the local address from which proposed sales will be made and the kind of building or structure in or under which the business is or will be conducted.

SECTION 2. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 121, Peddling and Soliciting, Section 121-4, Application, Paragraph A is hereby amended to add subparagraphs (10) and (11), as follows:

(10) The term or period for which the business shall be conducted, which in no case shall be greater than three (3) months.

(11) A letter from the owner or lessee of an establishment in the vicinity of the premises from which the transient business will be conducted stating that all persons who will be engaged in the transient business will be permitted to use sanitary facilities of that establishment. Such a letter will not be necessary in those cases where adequate sanitary facilities exist on those premises from which the transient's business will be conducted. In either case, a certification of the Code Enforcement Inspector must be obtained to ensure that such proper sanitary facilities either exist or are available to all persons engaged in the transient business.

SECTION 3. The Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 121, Peddling and Soliciting, Section 121-4, Application, is hereby amended to add Paragraph C, D, and E, as follows:

C. The applicant for a transient business license shall be required to apply for an occupancy permit for the use and occupancy of the ground or building or premises where or upon which such business is conducted or operated. Such occupancy permit shall be similar to that provided for in Chapter 124, Property Maintenance.

D. The applicant for a transient business license shall be required to obtain certification of the Tax Collector that a mercantile tax license has been issued to him.

E. The Township by its duly authorized agent, shall have the right, power and authority to make periodic inspections at reasonable times during business hours to determine conditions regarding matters of health, sanitation, fire safety and the protection of persons and property and for such purposes as he is authorized and directed to enter upon any such business premises without liability of trespassing upon said property while engaged in and acting within the course and scope of his duties.

SECTION 4. Any Ordinance, or part of any Ordinance conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

SECTION 5. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent 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 6. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this 29th day of September, 2014.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ORDINANCE NO.: 1045

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES TO ESTABLISH ARTICLE IV, MOBILE HOME PARK PERMITTING AND LICENSING, LOCATED IN PART II, GENERAL LEGISLATION, CHAPTER 124.

WHEREAS, the Board of Commissioners desires to adopt permitting and licensing requirements for mobile home parks for the health, safety, and welfare of the Township of Wilkins.

NOW THEREFORE, be it **ORDAINED** and **ENACTED** by the Board of Commissioners of the Township of Wilkins and it is hereby **ORDAINED** and **ENACTED:**

Section 1. Chapter 124, Article IV is hereby established in the Wilkins Township Codified Book of Ordinances, as follows:

ARTICLE IV
Mobile Home Park Permitting and Licensing

§ 124-24 Mobile Home Park Permit

(1) Application for a mobile home park permit to establish or enlarge a mobile home park shall be submitted to the Zoning Officer. The Applicant shall file with the application proof of ownership of the premises, a lease, or written permission from the property owners.

(2) An application for a mobile home park permit to establish or enlarge a mobile home park shall be accompanied by copies of a Preliminary Plan as set forth in Chapter 148. If the proposed mobile home park is located in a zoning district permitting mobile home parks as a conditional use, then the Applicant shall follow the procedures set forth for a conditional use application as set forth in Chapter 173.

(3) A mobile home park permit to establish or enlarge a mobile home park shall not be issued until there is approval of the mobile home park by the Board of Commissioners in the case of a conditional use application, or approval by the Zoning Hearing Board in the case of a variance application.

(4) The making of extensions or alterations to an existing mobile home park without obtaining a permit from the Building Inspector shall be cause of immediate revocation of the mobile home park license.

§ 124-25 Mobile Home Park License

(1) No mobile home park shall be in operation or shall be occupied without a valid license issued by the Township of Wilkins.

(2) A license for the operation of a new or existing mobile home park shall be issued annually by the Township provided that such park conforms with all the health and sanitation requirements of all applicable local, state, and federal laws.

(3) A license for a mobile home park shall expire annually. Before the Township may issue a renewal of the license, the park shall be inspected by the Property Maintenance Officer, who shall certify in writing whether the park continues to conform to the provisions of this Ordinance and all other applicable Ordinances. If the park fails to so conform, said license shall not be renewed.

(4) Each application for a renewable license or a renewal thereof shall be accompanied by a fee set forth by the Board of Commissioners in a separate Resolution, as amended from time to time, known as the Schedule of Fees.

§ 124-26 Occupancy Permit

(1) It shall be the duty of every mobile home park owner to keep and maintain all mobile homes and structures in compliance with all applicable codes and provisions of all other applicable state laws and regulations and local ordinances, and to keep such property in good and safe condition.

(2) It shall be the duty of every mobile home park owner to apply for an occupancy permit upon the construction, re-occupancy, and change in occupancy of every mobile home in the mobile home park. The procedure to obtain an occupancy permit for each mobile home shall follow the same procedure as a one or two family residential structure as set forth in Article II, Chapter 124.

§ 124-27 Violations and Penalties

(1) Basis for violation. It shall be unlawful for any person or entity, as either owner or manager of a mobile home park, to establish or enlarge a mobile home park without obtaining a mobile home park permit. It shall be unlawful for any person or entity, as either owner or manager of a mobile home park, to operate a mobile home park without a mobile home park license issued by the Township of Wilkins.

(2) Penalties. Any person who shall violate this Article shall, upon conviction thereof by a district justice, be sentenced to pay a fine not more than $600 plus costs of prosecution. Each day of violation shall constitute a separate and distinct offense. The remedies and procedures for a violation hereof are not intended to supplant or replace the remedies and procedures available to the Township in the case of a violation of any other code of ordinance of the Township, whether or not such other code or ordinance is referenced in this article and whether or not an ongoing violation of such other code or ordinance is cited as the underlying ground for a finding of a violation of this article.

Section 3. That any Ordinance, or part of any Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

Section 4. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 5. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this 10th day of November, 2014.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ORDINANCE NO.: 1046

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES PART II, GENERAL LEGISLATION, CHAPTER 148, SUBDIVISION AND LAND DEVELOPMENT, ARTICLE II, DEFINITIONS, AND ARTICLE VII, MOBILE HOME PARKS AND MOBILE HOMES

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 1032 on April 29, 2013; and

WHEREAS, Ordinance Number 1032 amended the Codified Book of Ordinances by deleting §173-73 through §173-95 which included regulations for Planned Residential Developments and Mobile Home Parks; and

WHEREAS, the Pennsylvania Municipalities Planning Code adopted by the legislature of the Commonwealth of Pennsylvania as Act of 1968, P.L. 805, No. 247, as reenacted and amended, mandates that the Township set forth provisions regulating mobile home parks in separate and distinct articles of the subdivision and land development ordinance.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED:

Section 1. Chapter 148, Article II, Section 10, is hereby amended to include the following terms and definitions:

MOBILE HOME PARK LICENSE – That document issued annually by the Township of Wilkins for the operation of a mobile home park.

MOBILE HOME PARK PERMIT – That document issued by the Building Inspector granting permission to establish or enlarge a mobile home park.

TRAILER – Trailer shall mean any vehicle used or so constructed as to permit its being used as conveyance on the public streets and highways and duly licensed as such and constructed in such a manner as will permit occupancy thereof as a temporary dwelling for one or more persons. A trailer shall not be construed as a mobile home for purposes of this ordinance.

Section 2. Chapter 148, Article VII, Mobile home parks and mobile homes is hereby added to the Wilkins Township Codified Book of Ordinances, as follows:

ARTICLE VII
Mobile Home Parks and Mobile Homes

§148-46. Scope.

This ordinance shall regulate the establishment, enlargement and operation of mobile home parks in the Township of Wilkins. No person, firm or corporation shall establish or enlarge a mobile home park without a permit or shall maintain a mobile home park without a license issued in conformity with the provisions of this Ordinance.

§148-47. General Provisions.

A. No mobile home shall be moved into a duly licensed mobile home park unless it (1) Complies with the United States Department of Housing and Urban Development (HUD) "Manufactured Home Construction and Safety Standards" and has been approved by

the appropriate Commonwealth of Pennsylvania inspection agency; and (2) The owner holds a valid permit issued by the Allegheny County Health Department in the name of such person for the specific construction, alteration, or extension proposed; and (3) The owner holds a valid mobile home permit issued by Wilkins Township hereunder.

B. Mobile home parks shall comply with all requirements of Chapter 173, Zoning.

C. Where determined necessary by the Township Engineer, compliance with Article V and VI of this Chapter shall be required prior to approval of a mobile home park.

§148-48. Permits and Licenses.

See Chapter 124, Article IV.

§148-49. Procedure for the Submission and Approval of Plans.

A. The procedure for the submission and approval of plans for a mobile home park shall follow the procedures set forth this Chapter.

§ 148-50 Site Drainage Requirements

A. The ground surface in all parts of every park shall be graded and equipped to drain all surface water in a safe, efficient manner.

B. Surface water collectors and other bodies of standing water capable of breeding mosquitoes and other insects shall be eliminated or controlled in a manner approved by the Allegheny County Health Department. The preservation of wetlands is exempt from this subsection.

C. Wastewater from any plumbing fixture or sanitary sewer line shall not be deposited upon the ground surface in any part of a mobile home park.

§ 148-51 Soil and Ground Cover Requirements

A. Exposed ground surfaces in all parts of every park shall be paved or covered with stone screenings or other solid material or protected with a lawn or other desirable vegetative growth that is capable of preventing soil erosion and emanation of dust during dry weather.

B. Park grounds shall be maintained free of vegetation growth which is poisonous or which may harbor rodents, insects or other pests harmful to man.

§ 148-52 Streets

A. Minimum right-of-way widths, paving widths, angle of intersection, curb radius, distances along sides of sight triangles, horizontal alignments and vertical alignments as well as maximum grades shall be in accordance with this Chapter.

§ 148-53 Water Supply

A. An adequate supply of water shall be provided for mobile homes, service buildings and other accessory facilities as required by this Article. Where a public water supply system of satisfactory quantity, quality and pressure is available, connection shall be made hereto and its supply shall be used exclusively. Where a satisfactory public water supply system is not available, the development of a private water supply system shall be approved by the Pennsylvania Department of Environmental Resources and any other authority having jurisdiction.

§ 148-54 Sewerage System

A. An adequate and safe sewage system shall be provided in all parks for conveying and disposing of sewage from mobile homes, service buildings and other accessory facilities. Such system shall be designed, constructed and maintained in accordance with the regulations of the Allegheny County Health Department and of local regulations

established by Wilkins Township. All sewage shall be connected to trunk lines draining into sewers operated by the Allegheny County Sanitary Authority.

B. Where the sewer lines of the mobile home park are not connected to a public sewer, all proposed sewage disposal facilities shall be approved by the Allegheny County Health Department prior to construction. However, said proposed sewage disposal facilities shall not be of the septic-tank and tile-field disposal type without the written approval of the Planning Commission. The Planning Commission shall not approve underground-type disposal until after having the mobile home parks' engineer submit reports on said system.

§ 148-55 Community Service Facility

A. No central toilet or washroom facilities shall be constructed in any mobile home park, and each mobile home therein shall be equipped with toilet and washroom facilities which shall be attached to central sewage and water facilities.

§ 148-56 Electrical System

A. Every mobile home park shall contain an electrical wiring system consisting of wiring, fixtures, equipment and appurtenances and shall be installed and maintained in accordance with a local electric power company's specifications regulating such systems.

§ 148-57 Refuse Requirements

A. The storage, collection and disposal of refuse in the mobile home park shall not be so conducted as to create health hazards, rodent harborage, insect breeding areas, accident or fire hazards or air pollution and shall comply with Chapter 135 and the Allegheny County Health Department's regulations governing mobile home parks.

§ 148-58 Fuel Supply and Storage

A. Fuel supply and storage systems, when installed in mobile home parks shall be maintained in conformity with accepted engineering practices.

§ 148-59 Recreation Facilities

A. Not less than 15% of the gross area of the park must be improved for recreational activity of the residents of the mobile home park. The common open space shall be so dedicated or otherwise preserved and maintained so as to always remain open and available for use by the occupants of the development area. The land and facilities to be used for common open space may be acceptable if the following condition is met:

(1) The land and facilities be deeded to an organization representing the property owners of the development. The organization shall covenant to operate and maintain the land and facilities for their originally intended use, and should the organization at any point in the future be dissolved, the land and facilities will be offered by dedication to the public. Should the offer be refused, the land and facilities will be deeded or sold to another organization conceived to operate and own the space and facilities.

§ 148-60 Common Open Space Maintenance

A. In the event that the organization established to own and maintain common open space or any successor organization shall at any time after establishment of the mobile home park fail to maintain the common open space in a reasonable order and condition in accordance with the approved application, Wilkins Township may take remedial actions to cause the common open space to be properly maintained as is provided in the Pennsylvania Municipalities Planning Code, as amended. 53 P.S. § 10705.

Section 3. That any Ordinance, or part of any Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

Section 4. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 5. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this 10th day of November, 2014.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ORDINANCE NO.: 1047

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES, PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS, ARTICLE III, DISTRICT REGULATIONS, AND ARTICLE VI, CONDITIONAL USES

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 1032 on April 29, 2013; and

WHEREAS, Ordinance Number 1032 amended the Codified Book of Ordinances by deleting §173-73 through §173-95 which included regulations for Planned Residential Development, and Mobile Home Parks; and

WHEREAS, the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101, et seq., as amended, mandates that the Township provide for the use of land within the Township for residential housing of various sorts including mobile homes and mobile home parks within the zoning ordinance.

NOW, THEREFORE, be it ORDAINED and ENACTED by the Board of Commissioners of the Township of Wilkins and it is hereby ORDAINED and ENACTED:

Section 1. Chapter 173, Article II, Section 7 is hereby amended to include the following terms and definitions:

DWELLING – Any building which is designed for or occupied in whole or in part as the home, residence or sleeping place of one or more persons either permanently in Zoning Districts R-1 through R-4 or transiently or permanently in Zoning Districts C-1, RC-1 and M. Notwithstanding the above, the definition of a dwelling shall not preclude the principal occupant/owner or the principal tenant/occupant of a home in Zoning Districts R-1 through R-4 from having any friend or relatives as invited guests. Each dwelling shall have a minimum gross floor area of 750 square feet, subject to the Property Maintenance Code as adopted in Chapter 124.

GROSS FLOOR AREA - The sum of all gross horizontal areas of several floors of a building or buildings, measured from the exterior faces of exterior walls or from the center line of common walls separating buildings. This includes stairwells, rest rooms, lobby areas, floor space for mechanical equipment and all other common areas and basements.

MOBILE HOME – A transportable, single-family dwelling intended for permanent occupancy, contained in one (1) unit or in two (2) or more units designed to be joined into one (1) integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor incidental unpacking and assembly operations, and constructed so that it may be used without a permanent foundation.

MOBILE HOME LOT – A parcel of land in a mobile home park improved with the necessary utility connections and other appurtenances necessary for the erection thereon of a single mobile home.

MOBILE HOME PARK – A parcel or contiguous parcels of land which has been so designated and improved that it contains two (2) or more mobile home lots for the placement thereon of mobile homes.

MOBILE HOME PATIO – An outdoor living space surfaced with asphalt or other durable material and designed to supplement the mobile home living area.

TRAILER – Trailer shall mean any vehicle used or so constructed as to permit its being used as conveyance on the public streets and highways and duly licensed as such and constructed in such a manner as will permit occupancy thereof as a temporary dwelling for one or more persons. A trailer shall not be construed as a mobile home for purposes of this ordinance.

Section 2. Chapter 173, Article III, Section 11 (A), (B), and (C) are hereby amended as follows to include subsection seven (7) which will permit an individual mobile home not located within a mobile home park as a conditional use in the R-1, R-2, and R-3 Residential Districts:

(7). A Mobile Home not located within a Mobile Home Park shall be subject to the conditions set forth in § 173-49(O)(6)(b) – (d).

Section 3. Chapter 173, Article III, Section 11(D) is hereby amended as follows to include subsections ten (10) and eleven (11) which will permit a mobile home park and an individual mobile home not located within a mobile home park as conditional uses in the R-4 Residential District:

(10). A Mobile Home not located within a Mobile Home Park shall be subject to the conditions set forth in § 173-49(O)(6)(b) – (d).
(11). Mobile Home Park

Section 4. Chapter 173, Article VI, Section 49 is hereby amended to include subsection O which will set forth criteria for approval of a mobile home park as follows:

O. Mobile home park in the R-4 Residential District under the following conditions:

(1) Compliance with all requirements of Chapter 148, Article VII.
(2) Minimum Park Area.
    a. A mobile home park shall have a gross area of at least five contiguous acres of land.
    b. Each mobile home lot shall contain at least 5,000 square feet.
(3) Site Location. The location of all mobile home parks shall comply with the following minimum requirements:
    a. Free from adverse influence from swamps, marshes, garbage or rubbish disposal areas, or other potential breeding places for insects or rodents.
    b. Not subject to flooding or not extended into the one-hundred-year floodplain.
    c. Not subject to any hazard or nuisance, such as excessive noise, vibration, smoke, toxic matter, radiation, heat, odor or glare.
(4) Park areas for nonresidential uses.
    a. No part of any park shall be used for nonresidential purposes, except such uses that are required for the direct servicing and well-being of park residents and for the management and maintenance of the park.
    b. Nothing contained in this section shall be deemed as prohibiting the sale of a mobile home located on a mobile home lot and connected to utilities.
(5) Required setbacks, buffer strips and screening.
    a. All mobile homes shall be located at least 40 feet from any park property line or street.
    b. There shall be a minimum distance of 30 feet between an individual mobile home, including accessory structures attached thereto, and adjoining pavement of a park street or common parking area or other common areas and structures.
    c. All mobile home parks located adjacent to industrial or commercial land uses shall be required to provide screening such as fences or natural growth along the property boundary line separating the park and such adjacent nonresidential use.
(6) Erection and placement of mobile homes.
    a. Mobile homes shall be separated from each other and from other buildings and structures by at least 30 feet on all sides.

b. Mobile homes shall be installed upon and securely fastened to a frost-free foundation or footer and in no event shall it be erected on jacks, loose blocks or other temporary materials.
c. An enclosure of compatible design and material shall be erected around the entire base of each mobile home. Such enclosure shall provide sufficient ventilation to inhibit decay and deterioration of the structure.
d. Mobile Homes must meet all required safety standards based upon the Construction Code, Federal and State law, and all other applicable laws.
e. A mobile home patio with a minimum gross floor area of 180 square feet is required for each mobile home.

(7) Off-Street Parking
a. A minimum of two (2) off-street parking spaces per each mobile home is required.

(8) Compliance with the requirements of Chapter 124, Article IV.

Section 5. That any Ordinance, or part of any Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

Section 6. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 7. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this 10th day of November, 2014.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO.: 1048

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE CODIFIED BOOK OF ORDINANCES, PART II GENERAL LEGISLATION, CHAPTER 65, ANIMALS, §65-15 PARAGRAPH G, CHAPTER 104, MUNICIPAL BUILDING AND PROPERTY, §104-6, PARAGRAPH F, CHAPTER 117, PARKS AND RECREATION AREAS, §117-22 TO PERMIT THE WALKING OF LEASHED DOGS IN DESIGNATED AREAS OF THE PARKS OF THE TOWNSHIP OF WILKINS AND §117-28, VIOLATIONS AND PENALITES, TO ADD PENALTIES FOR VIOLATIONS OF THESE PROVISIONS

WHEREAS, it is the desire of the Board of Commissioners to permit responsible dog owners the ability to walk leashed dogs within designated areas of the parks of the Township of Wilkins.

NOW THEREFORE, BE IT ORDAINED AS FOLLOWS:

SECTION 1. Chapter 65 of the Codified Book of Ordinances, §65-15, Paragraph G is hereby amended as follows:

G. Except as provided in Chapter 117-22, no person shall bring into, keep or permit in any Township park or in the Township Municipal Building or its appurtenant property any animal, reptile or bird.

SECTION 2. Chapter 104 of the Codified Book of Ordinances, §104-6, Paragraph F is hereby amended as follows:

F. Except as provided in Chapter 117-22, permitting any animal (other than dogs used as service dogs by those with physical or mental handicaps) whether tame, domestic or feral, to enter upon any property of the township.

SECTION 3. Chapter 117 of the Codified Book of Ordinances, §117-22 is hereby amended as follows:

117-22. Dogs shall be permitted in Lions, Linhart and Eastmont Park subject to the following requirements.

A. Dog owners / custodians are legally responsible for their dogs and must have control of their dogs at all times. Children under the age of twelve that are custodians for a dog must be closely supervised by an adult.

B. All dogs must be secured by a leash of no greater than six feet in length at all times.

C. Every pet owner must be in possession of a bag or other visible means for removing feces which may be produced by such dog.

D. Dogs are not permitted in the playground, ball field, concession area or pavilion areas of the parks.

E. Dogs must be healthy, fully immunized, de-wormed, licensed and wearing ID tags.

F. Dogs with a known history of or who exhibit dangerous behavior are prohibited.

SECTION 4. Chapter 117 of the Codified Book of Ordinances, §117.28 is hereby amended as follows:

D. For those individuals who shall be shown to violate the provisions of this section, the following penalties shall be imposed:

1) First Offense: Any person who first violates any provision of §117.22 shall be subject to a written warning.

2) Second Offense: Any person who violates any provision of §117.22 for a second time shall be subject to a fine of not more than $50.00.

3) Third Offense and each offense thereafter: Any person who violates any provision of §117.22 for a third time and any offense thereafter shall be subject to a fine of not less than $50.00 nor more than $250.00 for each and every offense.

SECTION 5. Any Ordinance, or part of any Ordinance conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

SECTION 6. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent 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 7. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this ____ day of _____, 2014.

ATTEST: **TOWNSHIP OF WILKINS**

Rebecca Bradley, Manager

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS

ORDINANCE NO. 1049

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROPRIATING OUT OF REVENUES AVAILABLE FOR FISCAL YEAR 2015 SPECIFIC SUMS REQUIRED AS SHOWN BY THE BUDGET AND FIXING THE REAL ESTATE TAX LEVY FOR THE FISCAL YEAR 2015.

The Board of Commissioners of the Township of Wilkins ordain as follows:

Section I. The estimated total revenue to be received by the Township during the fiscal year 2015 is $5,214,000

Section II. There is hereby appropriated out of said revenues the following specific funds as shown in the budget adopted:

2015 Budget Summary Expenses (General Fund)

General Government	$ 655,400
Public Safety	$2,456,200
Sanitation	$ 482,700
Public Works	$1,476,800
Recreation	$ 66,800
Debt Service	$ 0
Intergovernmental	$ 5,000
Refunds	$ 28,600
Interfund Transfers	$ 42,500
Total Expenses	**$ 5,214,000**

Section III. A tax be and the same is hereby levied on all real property within the Township of Wilkins, subject to taxation for the fiscal year 2015 as follows:

1. The rate of such tax for general revenue purposes shall be the sum of 5.674 mills on each dollar of assessed valuation, or the sum of .5674 cents on each one hundred ($100) dollars of assessed valuation, such millage being based upon the Allegheny County real estate assessment data available at the time of passage of this Ordinance.

Section IV. Discounts. Pursuant to Section 10 of the "Local Tax Collection Law," a taxpayer subject to the payment of a tax levied by this ordinance shall be entitled to a discount of two percent (2%) from the amount of such tax upon making payment of the whole amount of such tax within two (2) months after the date of the tax notice.

Section V. Penalties. A taxpayer subject to the payment of a tax levied by this ordinance, who shall fail to make payments of such tax for four (4) months after the date of the tax notice, shall be charged a penalty of ten percent (10%) (which penalty shall be added to the tax by the Tax Collector and shall be collected by the Tax Collector).

Section VI. Effective date. This ordinance and the real estate tax shall take effect on January 1, 2015.

Section VII. Severability. That any ordinance, or part of ordinance, conflicting with this ordinance be and same is hereby repealed insofar as the same affects this ordinance.

ORDAINED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held on the 8th day of December, 2014.

ATTEST:

Rebecca Bradley
Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President, Board of Commissioners

TOWNSHIP OF WILKINS

ORDINANCE NUMBER 1050

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AUTHORIZING THE MUNICIPAL MANAGER ON BEHALF OF THE TOWNSHIP OF WILKINS TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT, OR AGREEMENTS WITH OTHER MUNICIPALITIES AND TAXING JURISDICTIONS OF ALLEGHENY COUNTY FOR THE PURPOSE OF FORMING, ESTABLSHING AND JOINING A LAND BANK TO BE KNOW AS THE TRI-COG LANDBANK

WHEREAS, Wilkins Township is fully aware of the cost of blight and desires to join with other municipalities to address blight and to transition abandoned properties to beneficial reuse using a unified, predictable, and transparent process in order to revitalize neighborhoods and strengthen tax base; and

WHEREAS, Section 1502(liii) of the First Class Township Code authorizes the township to enter into agreements with other municipalities and taxing jurisdictions, and to make joint purchases and to perform governmental powers, duties and functions in accordance with the Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, *et seq.*, as amended (the "Act");

WHEREAS, the Land Bank Act, Act 153 of 2012, enacted by the Pennsylvania General Assembly and signed into law by the Governor on October 24, 2012 and codified at 68 Pa.C.S. §2101 et. seq. authorizes Wilkins Township to create a land bank in combination with other municipalities pursuant to an intergovernmental cooperation agreements pursuant to the Land Bank Act, 68 Pa.C.S. §2104(c) (the "Agreement"); and

WHEREAS, a municipality may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by its governing body pursuant to the Act; and

WHEREAS, Wilkins Township desires to enter into the Agreement with other participating municipalities to establish and join the Tri-COG Land Bank.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins, Allegheny County, as follows:

SECTION 1. The Title and Background of this Ordinance as set forth above are incorporated herein by reference.

SECTION 2. The Board of Commissioners of the Township of Wilkins hereby approves entering into the Agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Ordinance was enacted), with the intent and effect that the Township of Wilkins shall be bound by the Agreement.

SECTION 3. The Manager is hereby authorized and directed on behalf of the Township: (i) to execute and deliver the Agreement; and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including financial commitments as set forth.

SECTION 4. All action of any officer, agent or other representative of the Township of Wilkins heretofore taken in the pursuit of the establishment of the Tri-COG Land Bank and or the Township's participation therein are hereby ratified and approved in all respects.

SECTION 5. The Manager is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Ordinance and the Agreement.

SECTION 6. As required by the Act, the following matters are specifically found and determined:

(a) The conditions of the Agreement are set forth in the Agreement;

(b) The duration of the Agreement is set forth in the Agreement;

(c) The purposes, objectives, powers and scope of authority granted in the Agreement are set forth in the Recital clauses of the Ordinance and in the Agreement;

(d) The manner and extent of financing the Agreement is through the allocation of real estate taxes and budgetary contributions set forth in Sections 6.6 and 8.2, respectively, of the Agreement, among other things;

(e) The corporate organization structure of the Tri-COG Land Bank shall be comprised of a Board of Directors in accordance with its Bylaws as a Land Bank (the "Bylaws");

(f) All property, real or personal, of the Tri-COG Land Bank shall be acquired, managed, licensed or disposed of in accordance with the terms of the Agreement and the Bylaws;

(g) The Tri-COG Land Bank is empowered to enter into contracts for policies for group insurance and employee benefits for its employees, if any, pursuant to the Agreement.

SECTON 7. Repeal of Ordinances. Any ordinance or part of ordinances conflicting with the provisions of the Ordinance are hereby repealed insofar as they are inconsistent with the Ordinance provisions.

SECTION 8. Severability. If any article, sections, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is for any reason declared to be illegal, unconstitutional, or invalid, by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The Board of Commissioners of the Township of Wilkins declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation,

SECTION 9. Effective Date. This ordinance shall become effective at the earliest date permitted by law.

SECTION 10. Code of Ordinances. The Code of Ordinances, as amended, of the Township of Wilkins, Allegheny County, Pennsylvania, shall be and remain unchanged and in full force and effect except as amended, supplemented and modified by this ordinance. This ordinance shall become a part of the Code of Ordinances upon adoption.

ORDAINED AND ENACTED into law this 12th day of January, 2015

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA
ORDINANCE NUMBER: 1051

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA CREATING ARTICLE IV OF CHAPTER 124 OF THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES TO BE ENTITLED "ABANDONED REAL PROPERTY;" PROVIDING FOR PURPOSE, INTENT AND APPLICABILITY OF THE ORDINANCE; REQUIRING THE REGISTRATION AND MAINTENANCE OF CERTAIN REAL PROPERTY; PROVIDING FOR PENALTIES AND ENFORCEMENT, AS WELL AS REGULATION, LIMITATION AND REDUCTION OF ABANDONED REAL PROPERTY WITHIN THE TOWNSHIP; PROVIDING FOR SEVERABILITY, REPEALER, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the present mortgage foreclosure crisis has serious negative implications for all communities trying to manage the consequences of property vacancies and abandoned real properties; and

WHEREAS, the Township of Wilkins (hereinafter referred to as "Township") recognizes an increase in the number of vacancies and abandoned properties located through the Township; and

WHEREAS, the Township is challenged to identify and locate owners or foreclosing parties who can maintain the properties that are in the foreclosure process or that have been foreclosed; and

WHEREAS, the Township finds that the presence of vacant and abandoned properties can lead to a decline in property value, create attractive nuisances and lead to a general decrease in neighborhood and community aesthetics; and

WHEREAS, the Township has already adopted property maintenance codes to regulate building standards for the exterior of structures and the condition of the property as a whole; and

WHEREAS, the Township desires to amend the Township's code in order to establish a foreclosed and vacant/abandoned property registration process that will identify a contact person to address safety and aesthetic concerns to minimize the negative impacts and blighting conditions that occur as a result of the foreclosures; and

WHEREAS, the Township has a vested interest in protecting neighborhoods against decay caused by vacant and abandoned properties and concludes that it is in the best interests of the health, safety and welfare of its citizens and residents to impose registration and certification requirements on abandoned and vacant properties located within the Township; and

WHEREAS, upon passage, duly noticed public hearings, as required by law, will have been held by the township, at which public hearings all residents and interested persons were given an opportunity to be heard.

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS:

SECTION ONE. That the foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon the adoption hereof.

SECTION TWO. That the Board of Commissioners of the Township of Wilkins does hereby amend the Township Codified Book of Ordinances by creating Article V, Chapter 124 entitled "Abandoned Real Property" to read as follows:

ARTICLE V ABANDONED REAL PROPERTY

§124.28. Purpose and Intent.

It is the purpose and intent of the Township to establish a process to address the deterioration and blight of the township neighborhoods caused by an increasing amount of abandoned, foreclosed or distressed real property located within the Township and to identify, regulate, limit and reduce the number of abandoned properties located within the Township. It is the Township's further intent to establish a registration program as a mechanism to protect neighborhoods from becoming blighted due to the lack of adequate maintenance and security of abandoned and foreclosed properties.

§124.29. Definitions.

The following words, terms and phrases, when used in this Article shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning.

ABANDONED OR REAL PROPERTY – means any real property located in the Township, whether vacant or occupied, that is in default on a mortgage, has had a lis pendens[1] filed against it by the Lender holding a mortgage on the property, is subject to an ongoing foreclosure action by the Lender, is subject to an application for a tax deed or pending tax assessor's lien sale, or has been transferred to the Lender under a deed in lieu of foreclosure. The designation of a property as "abandoned" shall remain in place until such time as the property is sold or transferred to a new owner, the foreclosure action has been dismissed, and any default on the mortgage has been cured.

ACCESSIBLE PROPERTY/STRUCTURE – means a property that is accessible through a compromised/breached gate, fence, wall, etc., or a structure that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

APPLICABLE CODES – means to include but not be limited to the Township's Zoning Code, the Township's Property Maintenance Code, Solid Waste Ordinances, Residential and Commercial Recycling Ordinances and the Pennsylvania Building and Fire Codes, including the Municipality's Codified Book of Ordinances.

BLIGHTED PROPERTY – means:

a) Properties that have broken or severely damaged windows, doors, walls or roofs which create hazardous conditions and encourage trespassing; or

b) Properties whose maintenance is not in conformance with the maintenance of other neighboring properties causing a decrease in value of the neighboring properties; or

c) Properties cited for a public nuisance pursuant to the Township codes; or

d) Properties that endanger the public's health, safety, or welfare because the properties or improvements thereon are dilapidated, deteriorated or violate minimum health and safety standards or lack maintenance as required by the applicable codes.

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[1] ***Lis pendens*** is Latin for "suit pending." This may refer to any pending lawsuit or to a specific situation with a public notice of litigation that has been recorded in the same location where the title of real property has been recorded. This notice secures a plaintiff's claim on the property so that the sale, mortgage, or encumbrance of the property will not diminish plaintiff's rights to the property, should the plaintiff prevail in its case.

ENFORCEMENT OFFICER – means any Law Enforcement Officer, Building Official, Zoning Inspector, Code Enforcement Officer, Fire Inspector or Building Inspector, or other person authorized by the Township to enforce the applicable code(s).

MORTGAGEE – means the lender in a mortgage, usually a bank.

MORTGAGOR – means the borrower in a mortgage, typically a homeowner.

OWNER – means any person, legal entity or other party having any ownership interest whether legal or equitable, in real property. This term shall also apply to any person, legal entity or agent responsible for the construction, maintenance or operation of the property involved.

PROPERTY MANAGEMENT COMPANY – means a local property manager, property maintenance company or similar entity responsible for the maintenance of abandoned real property.

SERVICER – means a private company that collects payments on a loan, responds to customer service inquiries and performs other administrative tasks associated with maintain a loan. Loan servicers also disburse loans/funds, monitor loans, responds to borrower inquiries, maintain records and ensure that the loans are administered in compliance with federal regulations and other legal requirements.

VACANT – means any building or structure that is not legally occupied and is not currently being offered for sale, rent or lease evidenced by a sign posted on the subject property advertising the property for sale, rent or lease with contact information, ownership information, and current phone number and/or an active listing on an electronic database accessible to Municipal staff. This shall also include those properties subject to the provisions of §124-32 of this ordinance, which shall be defined as vacant and abandoned and subject to the requirements of registration and other provisions of this ordinance.

> *Exception: This definition shall not apply to properties where the owners have, for reasons such as extended vacations, nursing home care, or temporary employment, not occupied their homes for over 90 days but intend to return and have notified Wilkins Township of their intention.

§124-30. Applicability.

These sections shall be considered cumulative and not superseding or subject to any other law or provision for same, but rather be an additional remedy available to the Township above and beyond any other State, County or Local provisions for the same.

§124-31. Establishment of a Registry.

Pursuant to the provisions of Section 124-28, the Township or designee shall establish a registry cataloging each Abandoned Property within the Township, containing the information required by this Article.

§124-32. Registration of Abandoned Real Property.

A. Any mortgagee who holds a mortgage on real property located within the Township of Wilkins shall perform an inspection of the property to determine vacancy or occupancy, upon default by the mortgagor. The mortgagee shall, within ten (10) days of the inspection, register the property with the Property Enforcement Officer, or other Township designee, on forms provided by the Township and indicate whether the property is vacant or occupied. A separate registration is required for each property, whether it is found to be vacant or occupied.

B. If the property is occupied but remains in default, it shall be inspected by the mortgagee or his designee monthly until (1) the mortgagor or other party remedies the default, or (2) it is found to be vacant or shows evidence of vacancy at which time it is deemed abandoned, and the mortgagee shall within ten (10) days of that inspection, update the property registration to a vacancy status on forms provided by the Township.

C. Registration pursuant to this section shall contain the name of the mortgagee and the servicer, the direct mailing address of the mortgagee and the server, a direct contact name

and telephone number for both parties, facsimile number and email address for both parties, the PIN or tax number, and the name and twenty-four (24) hour contact phone number of the property management company responsible for the security and maintenance of the property.

D. All registration fees must be paid directly from the Mortgagee, Servicer, Trustee or Owner. Third Party Registration fees are not allowed without the consent of the Township and/or its authorized designee.

E. This section shall apply to properties that have been the subject of a foreclosure sale where the title was transferred to the beneficiary of a mortgage involved in the foreclosure and any properties transferred under a deed in lieu of foreclosure/sale. The provisions of this section shall also apply to owners, servicers, trustees, property managers, and agents of all vacant and/or abandoned property whether or not the subject of a mortgage.

F. Properties subject to this section shall remain under the annual registration requirement, and the inspection, security and maintenance standards of this section as long as they remain vacant or in default.

G. Any person or legal entity that has registered a property under this section must report any change of information contained in the registration within ten (10) days of the change.

H. Failure of the mortgagee and/or owner to properly register or to modify the registration form from time to time to reflect a change of circumstances as required by this article is a violation of the article and shall be subject to enforcement.

I. Pursuant to any administrative or judicial finding and determination that any property is in violation of this article, the Township may take the necessary action to ensure compliance with and place a lien on the property for the cost of the work performed to benefit the property and bring it into compliance.

§124-33. Maintenance Requirements.

A. Properties subject to this chapter shall be kept free of weeds, overgrown brush, dead vegetation, trash, junk, debris, building materials, any accumulation of newspaper circulars, flyers, notices, except those required by federal, state or local law, discarded personal items including, but not limited to, furniture, clothing, large and small appliances, printed material or any other items that give the appearance that the property is abandoned.

B. The property shall be maintained free of graffiti or similar markings by removal or painting over with an exterior grade paint that matches the color of the exterior of the structure.

C. Front, side and rear yards, including landscaping, shall be maintained in accordance with the applicable code(s) at the time registration was required.

D. Yard maintenance shall include, but not be limited to, grass, ground covers, bushes, shrubs, hedges or similar plantings, decorative rock or bark or artificial turf/sod designed specifically for residential installation. Acceptable maintenance of yards and/or landscape shall not include weeds, gravel, broken concrete, asphalt or similar material.

E. Maintenance shall include, but not be limited to, watering irrigation, cutting and mowing of required ground cover or landscape and removal of all trimmings.

F. Pools and spas shall be maintained so the water remains free and clear of pollutants and debris and shall comply with the enclosure requirements of the Codified Book of Ordinances, Chapter 152 as well as the Uniform construction Code and International Property Maintenance Code as amended from time to time.

G. Failure of the mortgagee and/or owner to properly maintain the property may result in a violation of the applicable code(s) and issuance of a citation or Notice of Violation in accordance with the applicable code of the Township. Pursuant to a finding and determination by the Township's Code Enforcement Officer, Magistrate or a court of

competent jurisdiction, the Township may take the necessary action to ensure compliance with this section.

H. In addition to the above, the property is required to be maintained in accordance with the applicable codes of the Township, including but not limited to all other provisions of Chapter 124 of the Wilkins township Codified Book of Ordinances, Property Maintenance, Building Code Fire Code and other applicable codes of the Township.

§124-34. Security Requirements.

A. Properties subject to these Sections shall be maintained in a secure manner so as not to be accessible to unauthorized persons.

B. A "secure manner" shall include, but not be limited to, the closure and locking of windows, doors, gates and other openings of such size that may allow a child to access the interior of the property or structure. Broken windows, doors, gates, and other openings of such size that may allow a child to access the interior of the property or structure must be repaired. Broken windows shall be secured by re-glazing of the window.

C. If a mortgage on a property is in default, and the property has become vacant or abandoned, a property manager shall be designated by the mortgagee to perform the work necessary to bring the property into compliance with the applicable code(s), and the property manager must perform regular inspections to verify compliance with the requirements of this article, and any other applicable laws.

D. Posting.

1. The property shall be posted with the name and twenty-four hour contact phone number of the local property management company. The posting shall be no less than an 8" X 10" sign containing the name of the management company and the name and telephone number of an individual to whom to report problems or concerns.

2. The posting shall be placed on the interior of a window facing the street to the front of the property so it is visible, or secured to the exterior of the building/structure facing the street to the front of the property so it is visible. If no such area exists, on a stake of sufficient size to support the posting in a location as close as possible to the main door entrance to the property. Exterior postings shall be constructed of and printed with weather resistant materials.

E. The local property management company shall inspect the property on a monthly basis to ensure that the property is in compliance with this section. Upon the request of the Township, the company shall provide a copy of the inspection reports to the Township.

§124-35. Public Nuisance.

All abandoned real property is hereby declared to be a public nuisance, the abatement of which pursuant to the police power is hereby declared to be necessary for the health, welfare and safety of the residents of the Township.

§124-36. Inspections for Violations.

Adherence to this article does not relieve any person, legal entity or agent from any other obligations set forth in any applicable code(s), which may apply to the property. Upon offer for sale or transfer of title to the property, the owner shall be responsible to apply to the Township's Property Maintenance officer for a pre-sales inspection.

§124-37. Additional Authority.

A. If the enforcement officer has reason to believe that a property subject to the provisions of this article is posing a serious threat to the public health, safety and welfare, the Code Enforcement Officer may temporarily secure the property at the expense of the mortgagee

and/or owner, and may bring the violations before the magistrate as soon as possible to address the conditions of the property.

B. The Code Enforcement Officer or magistrate shall have the authority to require the mortgagee and/or owner of record of any property affected by this section, to implement additional maintenance and/or security measures including, but not limited to, securing any and all doors, windows or other openings, employment of an on-site security guard or other measures as may be reasonably required to help prevent further decline of the property.

C. If there is a finding that the condition of the property is posing a serious threat to the public health, safety and welfare, then the code enforcement officer or magistrate may direct the township to abate the violations and charge the mortgagee with the cost of the abatement.

D. If the mortgagee does not reimburse the Township for the cost of temporarily securing the property or for any abatement directed by the code enforcement officer or magistrate within thirty days of the Township sending the mortgagee the invoice then the Township may lien the property with such cost, along with an administrative fee as determined in the Township's fee resolution to recover the administrative personnel services.

§124-38. Opposing, Obstructing Enforcement Officer; Penalty.

Whoever opposes obstructs or resists any enforcement officer or any person authorized by the enforcement office in the discharge of duties as provided in this chapter shall be punishable as provided in the applicable code(s) or a court of competent jurisdiction.

§124-39. Immunity of Enforcement Officer.

Any enforcement officer or any person authorized by the Township to enforce the sections here within shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property while in the discharge of duties imposed by this article.

§124-40. Fees and Penalties.

A. A non-refundable registration fee in the amount of fifty ($50.00) dollars per property, shall accompany the registration form.

B. Any person who shall violate the provisions of this article may be cited and fined. Failure to register abandoned real property on an annual basis and/or any violation of the sections stated within this ordinance shall result in a penalty of five hundred ($500.00) dollars per property per offense.

SECTION THREE. AMENDMENTS. Registration and Penalty Fees outline in this article may be modified by a Resolution, passed and adopted by the Board of Commissioners of the Township of Wilkins.

SECTION FOUR. SEVERABILITY. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining provisions of this Ordinance.

SECTION FIVE. REPEALER. That all Ordinances inconsistent with the above provisions are repealed to the extent of their inconsistency.

SECTION SIX. CODIFICATION. It is the intention of the Commissioners of the Township of Wilkins, Pennsylvania that the provisions of this Ordinance shall become and be made a part of the

Township of Wilkins Code of Ordinances; and that the sections of this ordinance may be renumbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase in order to accomplish such intentions.

SECTION SEVEN. EFFECTIVE DATE. That this Ordinance shall take effect ten (10) days after final passage.

ORDAINED and **ENACTED** into law this 12th day of January, 2015.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

_____

Sylvia Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS
ORDINANCE NO.: 1052

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES PART II, GENERAL LEGISLATION, CHAPTER 148, SUBDIVISION AND LAND DEVELOPMENT, ARTICLE II, DEFINITIONS TO ADD DEFINITIONS FOR ABUTTING, NEW DEVELOPMENT AND MAJOR RENOVATION OF INFRASTRUCTURE, AND AMENDING ARTICLE V, GENERAL DESIGN PRINCIPLES AND ARTICLE IV, PLAN REQUIREMENTS

WHEREAS, the Board of Commissioners of the Township of Wilkins desires for the health, safety and welfare of the Townships' residents, to require property owners to construct sidewalks along public right-of-way along arterial streets in the C Commercial District upon the transfer of ownership of property, the new development of property, a subdivision or reverse subdivision of property, or a major renovation of infrastructure located on the property; and

WHEREAS, the Board of Commissioners believes that it is in the best interest of the safety of the Townships' residents to require property owners to construct sidewalks along the public right-of-ways along arterial streets in the C Commercial District.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section 1. Chapter 148, Article II, Section 10 is hereby amended to include the following definitions:

ABUT or ABUTTING – To join at a border or boundary; to share a common boundary with.

MAJOR RENOVATION OF INFRASTRUCTURE - an activity that involves more than 2,000 square feet of impervious area, to include both newly created impervious area and any reconfiguration of existing impervious area, and results in a total earth disturbance of more than 5,000 square feet.

NEW DEVELOPMENT – an activity that involves more than 2,000 square feet of impervious area, to include both newly created impervious area and any reconfiguration of existing impervious area, and results in a total earth disturbance of more than 5,000 square feet.

Section 2. Chapter 148, Article V, Section 23 is hereby amended to include the following language in subsection 23(B):

B. Sidewalks shall be required within the public right-of-way for all properties abutting arterial streets in the C Commercial District upon the transfer of ownership of property, the new development of property, a subdivision or reverse subdivision of property, or a major renovation of infrastructure located on the property. All required sidewalks shall be installed in accordance with the design standards of Chapter 144.

Section 3. Chapter 148, Article IV, Section 16 is hereby amended to include the following language in subsection 16(B):

(35) For properties located in a C Commercial District and abutting an arterial street, the location and width of the proposed sidewalks when a property owner purchases property, develops property, subdivides property, or performs a major renovation of infrastructure. The construction, dimensions, and building materials must be specified on the Plan and comply with Section 148-23 and Chapter 144.

Section 4. Chapter 148, Article IV, Section 17 is hereby amended to include the following language in subsection 17(B):

(25) For properties located in a C Commercial District and abutting an arterial street, the location and width of the proposed sidewalks when a property owner purchases property, develops property, subdivides property, or performs a major renovation of infrastructure. The construction, dimensions, and building materials must be specified on the Plan and comply with Section 148-23 and Chapter 144.

Section 5. That any Ordinance, or part of any Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

Section 6. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 7. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this 9th day of February, 2015.

ATTEST: **TOWNSHIP OF WILKINS:**

Rebecca Bradley, Manager

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ORDINANCE NO.: 1053

AN ORDINANCE OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AMENDING THE WILKINS TOWNSHIP CODIFIED BOOK OF ORDINANCES PART II, GENERAL LEGISLATION, CHAPTER 173, ZONING, ARTICLE II, DEFINITIONS, TO ADD DEFINITIONS FOR ABUTTING, NEW DEVELOPMENT AND MAJOR RENOVATION OF INFRASTRUCTURE AND ARTICLE IV, GENERAL REGULATIONS TO ESTABLISH SUBSECTION 26.1

WHEREAS, the Board of Commissioners of the Township of Wilkins desires for the health, safety and welfare of the Townships' residents, to require property owners to construct sidewalks along public right-of-way along arterial streets in the C Commercial District upon the transfer of ownership of property, the new development of property, a subdivision or reverse subdivision of property, or a major renovation of infrastructure located on the property; and

WHEREAS, the Board of Commissioners believes that it is in the best interest of the safety of the Townships' residents to require property owners to construct sidewalks along the public right-of-ways along arterial streets in the C Commercial District.

NOW, THEREFORE, be it ordained and enacted by the Board of Commissioners of the Township of Wilkins and it is hereby ordained and enacted as follows:

Section 1. Chapter 173, Article II, Section 7 is hereby amended to include the following definitions:

ABUT or ABUTTING – To join at a border or boundary; to share a common boundary with.

MAJOR RENOVATION OF INFRASTRUCTURE - an activity that involves more than 2,000 square feet of impervious area, to include both newly created impervious area and any reconfiguration of existing impervious area, and results in a total earth disturbance of more than 5,000 square feet.

NEW DEVELOPMENT – an activity that involves more than 2,000 square feet of impervious area, to include both newly created impervious area and any reconfiguration of existing impervious area, and results in a total earth disturbance of more than 5,000 square feet.

Section 2. Chapter 173, Article IV, is hereby amended to include subsection 26.1 as follows:

§ 173-26.1 Sidewalk Requirement

Sidewalks shall be required within the public right-of-way for all properties abutting arterial streets in the C Commercial District upon the transfer of ownership of property, the new development of property, a subdivision or reverse subdivision of property, or a major renovation of infrastructure located on the property. All sidewalks shall be installed in accordance with the design standards of Chapter 144.

Section 3. That any Ordinance, or part of any Ordinance, conflicting with this Ordinance be and the same is hereby repealed insofar as the same affects this Ordinance.

Section 4. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, invalidity, or illegality shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of the Township of Wilkins that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof had not been included herein.

Section 5. This Ordinance shall take effect immediately.

ORDAINED AND ENACTED into law this 9th day of February, 2015.

ATTEST: **TOWNSHIP OF WILKINS:**

Rebecca Bradley, Manager

Sylvia Martinelli, President

TRIB TOTAL MEDIA

LEGAL ADVERTISING

Proof of Publication of Notice in Pittsburgh Tribune-Review

Under the Act of July 9, 1976, P.L. 877, No. 160

Commonwealth of Pennsylvania }
County of Westmoreland } SS:

DALYNN SCIOTTO, Classified Advertising Manager of Trib Total Media, Inc. a corporation of the Commonwealth of Pennsylvania, with places of business in Greensburg, Westmoreland County, Pennsylvania, and Pittsburgh, Allegheny County, Pennsylvania, being duly sworn, deposes and says that the Pittsburgh Tribune-Review is a daily newspaper circulated in Southwestern Pennsylvania. Said corporation was established in the year 1924. A copy of the printed notice of publication is attached hereto exactly as the same was printed and published in the regular editions of the said daily newspaper on the following dates, viz: - **NEIGHBORHOOD SECTION-JANUARY 22, 2015**

Affiant further deposes that s/he is an officer duly Authorized by Trib Total Media, Inc., publisher of the Pittsburgh Tribune-Review, to verify the foregoing statement under oath and also declares that affiant is not interested in the subject matter of the aforesaid notice of publication, and that all allegations in the foregoing statement as to time, place and character of publication are true.

Classified Advertising Manager,
Trib Total Media, Inc.

Sworn to and subscribed before me this 22nd day of January, 2015.

Donna M. Bachetti
Notary Public

Statement of Advertising Costs

TOWNSHIP OF WILKINS
ATTN: REBECCA BRADLEY
110 PEFFER ROAD
TURTLE CREEK, PA 15145

To **Trib Total Media, Inc.**
For Publishing the notice or advertisement attached

hereto on the above stated dates	$128.52
Probating Same	$ 0
Total	**$128.52**

Publisher's Receipt for Ad

Trib Total Media, Inc., publisher of the **Pittsburg** acknowledges a receipt of the aforesaid advertising and publ fully paid.

Trib Total Media, Inc., Publisher
of the **Pittsburgh Tribune-Review**, a Daily Newspaper.

By_____

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Donna M. Bachetti, Notary Public
Penn Hills Twp., Allegheny County
My Commission Expires Jan. 9, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

TOWNSHIP OF WILKINS
PUBLIC NOTICE OF INTENT TO ADOPT:
PROPOSED ORDINANCE NUMBERS 1052 AND 1053

The Board of Commissioners of the Township of Wilkins will consider adoption of the following two Ordinances at a public meeting to be held on the 9th day of February, 2015 at 7:00 p.m., in the Municipal Building, 110 Peffer Road, Wilkins Township, PA 15145. The complete text of the Ordinances is on file and may be inspected in the office of the Township Secretary at the aforesaid Municipal Building during normal business hours Monday through Friday. Following is a summary of the ordinances:

ORDINANCE NUMBER 1052

TITLE:

An Ordinance of the Township of Wilkins, Allegheny County, Pennsylvania, amending the Wilkins Township Codified Book of Ordinances Part II, General Legislation, Chapter 148, Subdivision and Land Development, Article II, Definitions to add definitions for abutting, new development and major renovation of infrastructure and amending Article V, General Design Principles and Article IV, Plan Requirements.

SUMMARY:

Ordinance 1051 amends the Subdivision and Land Development provisions of the Township to require sidewalks along the public right-of-way along arterial streets in the C Commercial District and provides the general design principles and plan requirements necessary thereto.

ORDINANCE NUMBER 1053

TITLE:

An Ordinance of the Township of Wilkins, Allegheny County, Pennsylvania, amending the Wilkins Township Codified Book of Ordinances, Part II, General Legislation, Chapter 173, Zoning, Article II, Definitions, to add definitions for abutting, new development and major renovation of infrastructure and Article IV, General Regulations to establish subsection 26.1.

SUMMARY:

Ordinance 1052 amends the Zoning Code to require sidewalks along the public right-of-way along arterial streets in the C Commercial District upon the transfer of ownership of property, the new development of property, a subdivision or reverse subdivision of property, or a major reno-