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15-09	57	RESOLUTION APPOINTING 1 VOTING DELEGATE & 1 ALTERNATE TO THE ALLEGHENY SOUTHEAST REGIONAL TAX COLLECTION DISTRICT.
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18-09	69	RESOLUTION SUPPORTING THE COMPLETION OF A STORM WATER MANAGEMENT PLAN.
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2-10	85	RESOLUTION AMENDING RES 9-2009 INCREASE FEE/PARK & PAVILION RENTALS
3-10	87	RESOLUTION PROVIDING FIDELITY BOND/TWP TREASURER/COVERING RESPONSIBILITIE FULL TERM OF OFFICE AS REQUIRED BY 1ST CLASS TOWNSHIP CODE
4-10	89	RESOLUTION/PROMULgation APPROVING & ADOPTING & PLACING INTO IMMEDIATE EFFECT THE EMERGANCY OPERATIONS PLAN.
5-10	91	RESOLUTION FILING APPLICATION/GRANT THROUGH C OF PA DC & NATURAL RESOURCES (dcnr) COMMUNITY CONSERVATION PARTNERSHIP PROGRAM (C2P2) AUTHORIZES APPROPRIATE OFFICIALS TO SIGN GRANT AGREEMENT SIG PAGE
6-10	93	RESOLUTION ADOPTING AN AMENDMENT TO THE MANUAL OF RULES AND REGULATIONS GOVERNING THE OPERATION OF THE TWP POLICE DEPT AND DEFINING THE DUTIES OF THE POLICE DEPARTMENT EMPLOYEES.
7-10	97	resolution authorizing the filing of a letter of intent with the C of PA - ced re: regional police consolidation study

8-10	99	resp;itopm pf w/t authorizing mrs. bradley, mgr to execute - purpose of obtaining financial assistance under robert stafford disaster relief & emergency assis. act.
9-10	101	resolition amending res #09-2009 as amended by res #2-2010 to add a fee for community center rentals
10-2010	107	resolution authorizing the execution of a memorandum of understanding between the t/w and the pgh bridge assn for the purpose of defining the terms & conditions of the rental of rooms located within the munic bldg for holding bridge games
11-10	111	resolution authorizing the execution of a memo of understanding t/w , blackridge uuplicate bridge club for the purpose of defining the terms & conditions for rental of rooms located within the munic bldg - holding bridge games
12-10	115	resolution authorizing the execution - right of entry agreement between c of PA dep - abandoned mine reclamation and the t/w undertaking reclamation work by abandoned coal mining activities to protect public health, safety & general welfare from the adverse effects of past coal mining
13-10	119	resolution authorizing the filing of an application for funds with all/county ded.
14-10	121	resolution declaring certain properties located in the twp as slum & blight
15-10	123	resolution adopting job description for the position of superintendent of public works
16-10	127	resolution in opposition to forced mergers & consolidations of local governments in pennsylvania
17-10	129	AUTHORIZES DESTRUCTION OF SOECIFIC RECORDS/RES 14-2009 AND THE MUNICIPALRECORD MANUAL
18-10	131	AUTHORIZES DESTRUCTION OF SPECIFIC RECORDS/RES 14-2009 & THE MUNIC RECORD MANUAL 12/16/08
19-10	133	TO EXECUTE FOR AND IN BEHALF OF WILKINS ALL REQUIRED FORMS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE FOR THE HAZARD MITIGATION GRANT PROGRAM UNDER THE ROBERT STAFFORD DISASTER RELIEF & EMERGENCY ASS'T ACT
20-10	135	AGREEUNG TI TGE TERNS & CINDITIONS OF THE OPEN SPACE SUB-APPLICANT MAINTENANCE AGREEMENT CERTIFICATION
21-10	137	AUTHORIZING THE T OF WILKINS TO PARTICIPATE IN THE ALLEGHENY CIUNTY JOIBT PURCHASING CONTRACT ADMINISTERED BY THE C OF ALLEG
22-10	139	ESTABLISHES HEALTH CARE BENEFIT & FULL TIME EMP W/OWRITTEN AGREE
23-10	141	AMENDS & CONSOLIDATES RES # 9-09 AS AMENDED BY RES #'S 2/10, 9/10 TO INCLUDE FEE SCHEDULES FOR VARIOUS PERMITS & SERVICES , DELITING FEES FOR PERMITS & SCHEDULES/NO LONGER APPLICABLE
24-10	151	RESOLUTION REQUESTS A GRANT FROM "RAAC" AND DESIGNATING MRS. MARTINELLI OFFICIAL TO DILE ALL APP'NS, DOCUMENTS & FORMS BETWEEN T OF WIL AND THE RAAC.
25-10	153	RESOLUTION EXECUTION OF A RIGHT-OF-ENTRY AGREEMENMT BETWEEN THE U S ARMY CORPS/ENGINEERS (USACE) AND THE T OF WIL FOR THE PURPASE OF UNDERTAKING WORK NECESSITATED FOR FLOOD CONTROL PROJECTS TO PROTECT THE PUBLIC HEALTH, SAFETY & GEN PUBLIC
1-11	155	RESOLUTION APPOINTING ROBERT TOMASIC AS AUDITOR.
2-11	157	RESOLUTION CERTIFYING MUNICIPALITY TO PARTICIPATE IN THE ENERGY CONSERVATION MEASURE (ECM) RETROFIT PHASE PART OF ALL/CTY ENERGY PROGRAM FOR MUNICIPALITIES FINANCED BY BLOCK GRANT THROUGH US DEPT/ENERGY

MNB050

3-11 159 RESOLUTION SUPPORTING ALLEGHENY COUNTY COUNCIL BILL # 6136-11 AND URGING THE pa GENERAL ASSEMBLY AND GOVERNOR OF THE C OF pa TO ENACT A STATEWIDE PROPERTY TAX REASSESSMENT MORATORIUM

4-11 161 RESOLUTION APPROVING THE TRANSFER OF RESTAUTENT LIQUOR LICENSE NO R-19772 INTO WILKINS TOWNSHIP, PENN CENTER EAST, 3448 WM PENN HIGHWAY PGH PA 15235 FROM 11655 FRANKSTOWN RD., PENN HILLS PA 15235

5-11 163 RESOLUTION AUSHORIZING LINE ITEM TRANSFERS WITHIN THE 2011 EMEERGENCY CONTINGENCYCONTINGENCY & GENERAL FUND BUDGETS

6-11 165 RESOLUTION APPROVING THE ACQUISITION & SUBSEQUENT DISPOSITION OF 130 QUARRY ST, A PARCEL OF VACANT PROPERTY LOCATED IN WILKINS, ALSO REFERRED TO ALLEG. CTY LOT/BLOCK 374-S-182, CONFIRMING ACQUISITION & DISPOSITION IS IN ACCORD WITH COMPREHENSIVE PLAN OF THE TOWNSHIP.

7-11 167 A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA TERMINATING SERGEANT ANTHONY DEMARCO'S BENEFITS UNDER THE HEART & LUNG ACT

8-11 169 RESOLUTION RELATIVE TO THE PROCUREMENT OF PROFESSIONAL SERVICES FOR THE MUNICIPAL PENSION SYSTEMS SPONSORED BY THE TWP BASED ON ACT 44 OF 2009

9-11 171 RESOLUTION ADOPTING A POLICY RELATING TO POTENTIAL CONFLICTS OF INTEREST/ REVIEW OF A PROPOSAL OR THE NEGOTIATION OF A CONTRACT/W/TWP PENSION SYSTEM PURSUANT TO THE REQUIREMENTS OF ACT 44 OF 2009.

10-11 173 RESOLUTION CONFIRMING APPOINTMENT OF THE MUN OF MONROEVILLE AS LOCAL SERVICE TAX COLLECTOR IN ACCORDANCE WITH PREVIOUSLY ADOPTED ORD, RULES & REGULATION

11-11 175 RESOLUTION SETTING FORTH A POLICY RELATING TO REQUESTS BY VOLUNTEER FIRE COMPANIES FOR TWP PARTICIPATION IN THE FINANCING OF PURCHASE OF FIRE AND RESCUE VEHICLES AND VEHICLE PARTS.

12-11 179 RESOLUTION AUTHORIZING THE ACCEPTANCE/GRANT FROM THE ALL. CTY ENERGY PROGRAM FOR MUNICIPALITIES RETROFIT PHASE & AUTHORIZING THE EXECUTION OF THE PAYMENT METHODOLOGY AGREEMENT.

13-11 181 rRESOLUTION DECLARING CERTAIN PROPERTIES LOCATED IN THE TOWNSHIP OF WILKINS AS SLUM & BLIGHT.

14-11 183 RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPT OF ECONOMIC DEVELOPMENT.

15-11 185 APPROVING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF 454-G-224, A PARCEL OF VACANT PROPERTY ON CURRY AVENUE

16-11 187 AMENDING THE MANUAL OF RULES AND REGULATIONS GOVERNING THE OPERATION OF THE TOWNSHIP POLICE DEPARTMENT AND DEFINING THE DUTIES OF THE POLICE DEPARTMENT EMPLOYEES

01-12 189 APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP

02-12 191 AUTHORIZING THE APPROPRIATE INDIVIDUALS TO EXECUTE AN AGREEMENT BETWEEN THE TOWNSHIP AND THE COMMONWEALTH OF PA, DEPARTMENT OF TRANSPORTATION

03-12 193 EXPRESSING OPPOSITION TO THE ONGOING COURT-ORDERED REASSESSMENT AND CALLING UPON THE GOVERNOR AND GENERAL ASSEMBLY TO ENACT A UNIFORM STATEWIDE SYSTEM FOR ESTABLISHING PROPERTY VALUES

04-12 195 TO PRESERVE THE EXISTING POWERS GIVEN TO MUNICIPALITIES TO UTILIZE LOCAL ZONING ORDINANCES

05-12 197 ADOPTING THE ALLEGHENY COUNTY 2011 HAZARD MITIGATION PLAN AS THE OFFICIAL HAZARD MITIGATION PLAN FOR THE TOWNSHIP

06-12 199 APPROVING THE ATTACHED LIST OF AUTHORIZED CHECK SIGNERS AND THE REMOVAL OF OUT OF DATE SIGNATORIES

07-12 201 RESOLVING THAT THE TOWNSHIP FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY CTY AND DESIGNATING SYLVIA MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS

08-12	203	RESOLVING THAT THE TOWNSHIP FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY AND DESIGNATING SYLVIA MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS
09-12	205	ACCEPTING AND AUTHORIZING THE EXECUTION OF SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE BY AND BETWEEN THE ALLEGHENY COUNTY SANITARY AUTHORITY, THE MUNICIPALITY OF MONROEVILLE, THE TOWNSHIP OF WILKINS, THE BOROUGH OF TURTLE CREEK AND THE BOROUGH OF CHURCHILL FOR CLEANING AND TELEVISING OF THE THOMPSON RUN INTERCEPTOR
10-12	207	ACCEPTING THE PROPOSAL FOR SERVICES AND AUTHORIZING THE EXECUTION OF AN INDEMNIFICATION AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND BILL GAMBLE FOR THE PURPOSE OF DEVELOPING POLICE CIVIL SRVICE RULES AND REGULATIONS
11-12	211	URGING THE PENNSYLVANIA GENERAL ASSEMBLY TO ELIMINATE OR AMEND THE STATE PREVAILING WAGE ACT (ACT 442 OF 1961)
12-12	213	ADOPTING THE BY-LAWS OF THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS UNIFORM CONSTRUCTION CODE (UCC) APPEALS BOARD
13-12	215	ACCEPTING AND ADOPTING THE COLLECTION AGREEMENT BETWEEN THE TOWNSHIP AND PENNSYLVANIA MUNICIPAL SERVICES (PAMS) FOR THE COLLECTION OF DELINQUENT (2011 TAX YEAR AND PRIOR) EARNED INCOME TAXES
14-12	217	AUTHORIZING THE PROPER OFFICERS TO CEASE BILLING THE PROPERTIES LOCATED AT 200, 201 AND 300 DOROTHY STREET/BEING SERVICED BY CHALFANT BOROUGH FOR SANITARY SEWAGE CONVEYANCE
15-12	219	IN SUPPORT OF THE LAWSUIT FILED IN THE COMMONWEALTH COURT OF PENNSYLVANIA, DOCKET NUMBER 284-MD-2012, IN OPPOSITION TO ACT 13
16-12	221	DECLARING CERTAIN PROPERTIES LOCATED IN THE TOWNSHIP AS SLUM AND BLIGHT
17-12	223	AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT
18-12	225	ACKNOWLEDGING AND AUTHORIZING THE PARTICIPATION OF THE TOWNSHIP POLICE DEPARTMENT IN A JOINT DUI ENFORCEMENT PROGRAM KNOWN AS THE EAST HILLS DUI TASK FORCE
19-12	227	AMENDING RESOLUTION NUMBER 13-2012 WHICH ACCEPTED AND ADOPTED THE COLLECTION AGREEMENT BETWEEN THE TOWNSHIP AND PENNSYLVANIA MUNICIPAL SERVICES (PAMS) FOR THE COLLECTION OF DELINQUENT (2011 TAX YEAR AND PRIOR) EARNED INCOME TAXES
20-12	229	URGING THE PENNSYLVANIA GENERAL ASSEMBLY TO REFORM ACT 11-THE POLICEMEN AND FIREMENS COLLECTIVE BARGAINING ACT
20A-12	231	RESOLVING THAT THE TOWNSHIP FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY AND DESIGNATING SYLVIA MARTINELLI AS THE OFFICIAL TO FILE APPLICATIONS, DOCUMENTS AND FORMS
21-12	233	RESOLVING THAT THE TOWNSHIP FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY AND DESIGNATING SYLVIA MARTINELLI AS THE OFFICIAL TO FILE APPLICATIONS, DOCUMENTS AND FORMS
01-13	235	APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP
02-13	237	DESIGNATING MONEY IN THE TOWNSHIP'S GENERAL FUND TOWARD THE PURCHASE OF A FIRE TRUCK FOR VOLUNTEER FIRE DEPARTMENT #4

03-13	239	AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BETWEEN THE TOWNSHIP AND BELLAGIO REAL ESTATE, LLC
04-13	241	RESOLVING THAT THE TOWNSHIP FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY AND DESIGNATING SYLVIA MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS
05-13	243	RESOLVING THAT THE TOWNSHIP FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY AND DESIGNATING SYLVIA MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS
06-13	245	AMENDING RESOLUTION NUMBER 23-2010, TO INCLUDE A FEE FOR AN APPEARANCE BEFORE THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENT UNIFORM CONSTRUCTION CODE BOARD OF APPEALS
07-13	247	AUTHORIZING REBECCA BRADLEY, MANAGER, TO EXECUTE FOR/BEHALF OF THE TOWNSHIP ALL REQUIRED FORMS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE FOR THE HAZARD MITIGATION GRANT PROGRAM UNDER THE ROBERT T. STAFFORD DISASTER RELEIF AND EMERGENCY ASSISTANCE ACT
08-13	248	ACKNOWLEDGING AND AUTHORIZING THE PARTICIPATION OF THE POLICE DEPARTMENT IN A JOINT DUI ENFORCEMENT PROGRAM KNOWN AS THE EAST HILLS DUI TASK FORCE
09-13	249	DECLARING CERTAIN PROPERITES LOCATED IN THE TOWNSHIP AS SLUM AND BLIGHT
10-13	251	IN SUPPORT OF PREVAILING WAGE REFORM AND URGING THE PENNSYLVANIA GENERAL ASSEMBLY TO AMEND THE STATE PREVAILING WAGE ACT (ACT 442 OF 1961)
11-13	253	APPROVING, ADOPTING AND PLACING INTO IMMEDIATE EFFECT THE EMERGENCY OPERATIONS PLAN

TOWNSHIP OF WILKINS

RESOLUTION # 5 – 2008

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE PARTICIPATION OF THE TOWNSHIP IN THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY'S VACANT PROPERTY RECOVERY PROGRAM SUBJECT TO CERTAIN REQUIREMENTS.

WHEREAS, the Redevelopment Authority of Allegheny County (the "Authority") is a body public and corporate existing under the laws of the Commonwealth of Pennsylvania, formed pursuant to the Redevelopment Law, Act of May 24, 1945, No. 125 P.L. 991, 35 P.S. Section 1701 et seq., as amended (the "Act"); and

WHEREAS, Section 1712.1 of the Act required, in order for the Authority to acquire a blighted property thereunder, a certification of blight from a "blighted property review committee" established by the applicable municipality; and

WHEREAS, the Authority has established a "vacant property committee" (the "Committee") operating as a committee of the Authority, for those municipalities in the County of Allegheny (the "County") which desire not to have, or use, their own "blighted property review committee;" and

WHEREAS, the Township desires not to have, or use, its own "blighted property review committee;" and

WHEREAS, the Township, for the benefit of its citizens, wishes to authorize the participation of the Township in the Program, subject to the Township complying with all necessary pre-requisites to said participation, including, but not limited to, passing of all necessary resolutions, execution of the standard municipality cooperation agreement, and the contribution of funding toward the costs of said participation as determined to be appropriate and necessary by the staff of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Township of Wilkins as follows:

1. The participation of the Township in the Program, subject to the Township having complied with all necessary pre-requisites to said participation is hereby in all respect approved.
2. The Township hereby acknowledges and agrees that the Committee shall act and serve as the "blighted property review committee" for the Township, and shall continue to serve as the Borough's "blighted property review committee" until such time as the Township or the Authority gives notice to the other that the Committee shall no longer serve as the Township's "blighted property review committee."
3. The Township hereby acknowledges and agrees that it does not now, and shall not at any time during its participation in the Program, operate or utilize its own, or any other vacant property recovery program.

4. The Township Manager is hereby authorized to enter into discussions with the staff of the Authority with regard to the allocation of funding to be required for the Township's participation in the Program.

5. The Township hereby acknowledges and agrees that at all times during its participation in the Program, the Township and any and all of its agents and employees shall fully cooperate with the Authority and fulfill all required obligations.

6. The President of the Board of Commissioners or his designee is hereby authorized to, with the advice of the Township Solicitor, in the name of and for and on behalf of the Township, execute and to deliver any and all agreements, certificates, affidavits, and other instruments or documents of any kind or nature whatsoever, including, but not limited to the Cooperation Agreement as required by the Authority, and to take from time to time any other actions which are necessary or appropriate to facilitate the Township's participation in the Program.

7. Any and all other actions heretofore taken by any Township Board of Commissioner, agent or employee to execute and deliver any of the agreements and documents authorized by this Resolution, or to take any of the actions authorized by this Resolution are hereby approved, ratified and confirmed in all respects.

8. The effective date of this Resolution is July 14, 2008.

ATTEST

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson

William G. Wilson, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 06-2008

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE DONATION AND / OR DISPOSITION OF SPECIFIC EQUPMENT IN CONFORMANCE WITH THE COMMONWEALTH OF PENNSYLVANIA FIRST CLASS TOWNSHIP CODE ACT OF JUNE 24, 1931 (P.L. 1206, NO. 331) REENACTED AND AMENDED MAY 27, 1949 (P.L. 1955, NO. 569), AS AMENDED.

WHEREAS, in accordance with the Commonwealth of Pennsylvania First Class Township Code, each individual act of donation or disposition of equipment with a market value of less than $1,000 shall be approved by resolution of the governing body of the municipality; and

WHEREAS, the attached list includes specific equipment which may be donated to Goodwill Industries and other equipment which is no longer functional or of use to the Township.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, in accordance with the above cited First Class Township Code, hereby authorizes the donation and/or disposition of the following list of equipment.

Adopted this 14th day of July, 2008 by the Township of Wilkins.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, President

EQUIPMENT LIST
JULY 14, 2008

* It should be noted that any non-volatile memory will be removed before equipment is donated or disposed of. Additionally, any electronics equipment that is unable to be donated shall be recycled, if possible.

- Colorado Trakker Model 700 External Parallel Port Backup System
- Hitachi Super Scan Pro 620 monitor
- AMG Systems computer case
- 5 keyboards
- 3 mice
- Hewlett Packard Laser Jet 6L
- Nondescript mini computer case
- HP Pavilion mx70 monitor
- Gateway EV 5000 monitor
- HP Pavilion 8570c computer case
- VeiwSonic UltraBrite A90f+ monitor
- Gateway monitor
- Grundig electric 41c typewriter
- Olivetti-Multisumma 24 calculator
- Citizen 200 GX Fifteen printer
- Okidata Microline 3219 pin printer
- Panasonic printer
- Fujitsu dex170 fax
- HP Deskjet 5650 printer

Equipment List
July 14, 2008
Peter McCarthy

*It should be noted that any non-volatile memory will be removed before equipment is donated or disposed of. Additionally, any electronics equipment that is unable to be donated shall be recycled, if possible.

- Colorado Trakker Model 700 External Parallel Port Backup System
- Hitachi Super Scan Pro 620 monitor
- AMG Systems computer case
- 5 keyboards
- 3 mice
- Hewlett Packard Laser Jet 6L
- Nondescript mini computer case
- HP Pavilion mx70 monitor
- Gateway EV 500 monitor
- HP Pavilion 8570c computer case
- ViewSonic UltraBrite A90f+ monitor
- Gateway monitor
- Grundig electric 41c typewriter
- Olivetti-Multisumma 24 calculator
- Citizen 200 GX Fifteen printer
- Okidata Microline 3219 pin printer
- Panasonic printer

GOODWILL COMPUTER RECYCLING CENTER
2600 EAST CALLOW ST
SOUTH SIDE

GATEWAY Monitor ViViTron
COLORADO T-100

- Fujitsu dex170 fax
- HP Deskjet 5650 printer

TOWNSHIP OF WILKINS

RESOLUTION NO. 07-2008

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE DESTRUCTION OF SPECIFIC RECORDS IN CONFORMANCE WITH RESOLUTION NUMBER 08-03 AND THE MUNICIPAL RECORD MANUAL APPROVED BY THE LOCAL GOVERNMENT RECORDS COMMITTEE ON JULY 16, 1993.

WHEREAS, by virtue of Resolution Number 08-03 adopted July 15, 2003, the Township of Wilkins declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on July 16, 1993; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following list of public records.

Adopted this 11th day of August, 2008 by the Township of Wilkins.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson

William G. Wilson, President

Records List for Resolution No. -08
August 11, 2008
Peter McCarthy

- Expired vehicle insurance cards
- Books - Readings in Code Administration: Volume 1, 2, 3 - Copyright 1974
- VHS cassette - The Pennsylvania Turnpike Commission: "CONNECTING OUR REGION: THE MON/FAYETTE EXPRESSWAY AND SOUTHERN BELTWAY"
- Taxable Individual Record Cards from 2000 or earlier
- Occupation Tax File Cards from 2000 or earlier

TOWNSHIP OF WILKINS

RESOLUTION NO. 08-08

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE DONATION AND/OR DISPOSITION OF SPECIFIC EQUIPMENT IN CONFORMANCE WITH THE COMMONWEALTH OF PENNSYLVANIA FIRST CLASS TOWNSHIP CODE ACT OF JUNE 24, 1931 (P.L. 1206, NO. 331), REENACTED AND AMENDED MAY 27, 1949 (P.L. 1955, NO. 569, AS AMENDED)

WHEREAS, in accordance with the Commonwealth of Pennsylvania First Class Township Code, each individual act of donation or disposition of equipment with a market value of less than $1,000 shall be approved by resolution of the governing body of the municipality; and

WHEREAS, the attached list includes specific equipment which may be donated to Goodwill Industries and other equipment which is no longer functional or of use to the Township.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, in accordance with the above cited First Class Township Code, hereby authorizes the donation and/or disposition of the following list of equipment.

Adopted this 11th day of August, 2008 by the Township of Wilkins.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, President

Equipment List for Resolution No. -08
August 11, 2008
Peter McCarthy

- Burroughs Protectograph Checkwriter
- Filing cabinet for tax cards

TOWNSHIP OF WILKINS

RESOLUTION NO. 09-08

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, REVISING THE OFFICIAL TOWNSHIP OF WILKINS SEWAGE FACILITIES PLAN TO ADD THE FACILITIES PLANNING MODULE FOR THE SHOWCASE EAST REDEVELOPMENT SITE.

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the "Pennsylvania Sewage Facilities Act," as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (Department) adopted thereunder, Chapter 71 of title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, NAI Acquisition Group, L.P. has proposed the development of a parcel of land identified as Showcase East Redevelopment Site, and described in the attached Sewage Facilities Planning Module, and proposes that such subdivision be served by a sewage lift station; and

WHEREAS, Wilkins Township finds that the subdivision described in the attached Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of the Township of Wilkins hereby adopt and submit to the Department of Environmental Protection for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above reference Sewage Facilities Planning Module which is attached hereto.

Adopted this 11th day of August, 2008 by the Township of Wilkins.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, President

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
BUREAU OF WATER STANDARDS AND FACILITY REGULATION

Code No.
02848-06-001

SEWAGE FACILITIES PLANNING MODULE

Component 3. Sewage Collection and Treatment Facilities

(Return completed module package to appropriate municipality)

DEP USE ONLY				
DEP CODE #	CLIENT ID #	SITE ID #	APS ID #	AUTH ID #

This planning module component is used to fulfill the planning requirements of Act 537 for the following types of projects: (1) a subdivision to be served by sewage collection, conveyance or treatment facilities, (2) a tap-in to an existing collection system with flows on a lot of 2 EDU's or more, or (3) the construction of, or modification to, wastewater collection, conveyance or treatment facilities that will require DEP to issue or modify a Clean Streams Law permit. Planning for any project that will require DEP to issue or modify a permit cannot be processed by a delegated agency. Delegated agencies must send their projects to DEP for final planning approval.

This component, along with any other documents specified in the cover letter, must be completed and submitted to the municipality with jurisdiction over the project site for review and approval. All required documentation must be attached for the Sewage Facilities Planning Module to be complete. Refer to the instructions for help in completing this component.

REVIEW FEES: Amendments to the Sewage Facilities Act established fees to be paid by the developer for review of planning modules for land development. These fees may vary depending on the approving agency for the project (DEP or delegated local agency). Please see section R and the instructions for more information on these fees.

NOTE: All projects must complete Sections A through I, and Sections O through R. Complete Sections J, K, L, M and/or N if applicable or marked ☒.

1. Project Name Showcase East Redevelopment Site

2. Brief Project Description The project consists of a 123 Room (4-Story) Hotel, two (2) Retail Shops, three (3) Restaurants, and one (1) Office, along with an expanded parking area, graded slopes, retaining walls, landscaping, site lighting and the stormwater conveyance facilities. The cinema and parking lot was assumed to be fully constructed prior to the date (October 4, 1978) which is the date the Turtle Creek Watershed was adopted by the Commonwealth of Pennsylvania.

Municipality Name	County	City	Boro	Twp
Wilkins Township	Allegheny	☐	☐	☒

Municipality Contact Individual - Last Name	First Name	MI	Suffix	Title
Bradley	Rebecca			Manager
Additional Individual Last Name	First Name	MI	Suffix	Title

Municipality Mailing Address Line 1	Mailing Address Line 2
110 Peffer Road	

Address Last Line – City	State	ZIP+4
Wilkins Township	Pa	15145

Phone + Ext.	FAX (optional)	Email (optional)
412-824-8650	412-824-3808	rbradley@wilkinstownship.com

Site (Land Development or Project) Name
Showcase East Redevelopment Site

Site Location Line 1	Site Location Line 2
Existing Showcase East Cinema	

Site Location Last Line – City	State	ZIP+4	Latitude	Longitude
Wilkins Township	PA	15145	40-25-48.7	79-48-48.1

Detailed Written Directions to Site From Pittsburgh: Take I376 East to Monroville/RT 0022 exit. The site is located approximatly 1-mile east of I-375 on left at the existing Showcase East Cinema Site.

Description of Site The project consists of a 123 Room (4-Story) Hotel, two (2) Retail Shops, three (3) Restaurants, and one (1) Office, along with an expanded parking area, graded slopes, retaining walls, landscaping, site lighting and the stormwater conveyance facilities. The cinema and parking lot was assumed to be fully constructed prior to the date (October 4, 1978) which is the date the Turtle Creek Watershed was adopted by the Commonwealth of Pennsylvania.

Site Contact (Developer/Owner)

Last Name	First Name	MI	Suffix	Phone	Ext.
Zemet	John			(412) 364-6200	

Site Contact Title	Site Contact Firm (if none, leave blank)
	NAI Aquision Group, L.P.
FAX	Email
	john@novaregroupinc.com
Mailing Address Line 1	Mailing Address Line 2
8000 McKnight Road, Suite 1501	

Mailing Address Last Line – City	State	ZIP+4
Pittsburgh	PA	15237

Last Name	First Name	MI	Suffix
Bassett	Robert	C	

Title	Consulting Firm Name
Assistant Engineer	Lennon, Smith, Souleret Engineering, Inc.
Mailing Address Line 1	Mailing Address Line 2
846 Fourth Ave.	

Address Last Line – City	State	ZIP+4	Country
Coraopolis	PA	15108	USA

Email	Phone	Ext.	FAX
rbassett@lsse.com	412-264-4400	236	412-264-1200

The project will be provided with drinking water from the following source: (Check appropriate box)

- ☐ Individual wells or cisterns.
- ☐ A proposed public water supply.
- ☒ An existing public water supply.

If existing public water supply is to be used, provide the name of the water company and attach documentation from the water company stating that it will serve the project.

Name of water company: WPJWA

☒ A narrative has been prepared as described in Section F of the instructions and is attached.

The applicant may choose to include additional information beyond that required by Section F of the instructions.

PROPOSED WASTEWATER COLLECTION AND TREATMENT FACILITIES

Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter 93 (relating to wastewater treatment requirements).

1. **COLLECTION SYSTEM**

   a. Check appropriate box concerning collection system

   ☐ New collection system ☒ Pump Station ☒ Force Main

   ☐ Grinder pump(s) ☐ Extension to existing collection system ☐ Expansion of existing facility

   Clean Streams Law Permit Number _____

   b. Answer questions below on collection system

   Number of EDU's and proposed connections to be served by collection system. EDU's 107

   Connections 1

   Name of:
   existing collection or conveyance system N/A
   owner Wilkins Township
   existing interceptor Thompson Run a TR-5 Diversion Structure
   owner Wilkins Township

2. **WASTEWATER TREATMENT FACILITY**

   Check all boxes that apply, and provide information on collection, conveyance and treatment facilities and EDU's served. This information will be used to determine consistency with Chapter(s) 91 (relating to general provisions), 92 (relating to national Pollution Discharge Elimination System permitting, monitoring and compliance) and 93 (relating to water quality standards).

   a. Check appropriate box and provide requested information concerning the treatment facility

   ☐ New facility ☒ Existing facility ☐ Upgrade of existing facility ☐ Expansion of existing facility

   Name of existing facility ALCOSAN

   NPDES Permit Number for existing facility _____

   Clean Streams Law Permit Number _____

   Location of discharge point for a new facility. Latitude 40°-25'-32.53" Longitude 80°-02'-44.22"

   b. The following certification statement must be completed and signed by the wastewater treatment facility permitee or their representative.

   As an authorized representative of the permittee, I confirm that the _____ (Name from above) sewage treatment facilities can accept sewage flows from this project without adversely affecting the facility's ability to achieve all applicable technology and water quality based effluent limits (see Section I) and conditions contained in the NPDES permit identified above.

   Name of Permittee Agency, Authority, Municipality ALCOSAN

   Name of Responsible Agent _____

   Agent Signature _____ Date _____

   (Also see Section I. 4.)

3. **PLOT PLAN**

The following information is to be submitted on a plot plan of the proposed subdivision.

a. Existing and proposed buildings.
b. Lot lines and lot sizes.
c. Adjacent lots.
d. Remainder of tract.
e. Existing and proposed sewerage facilities. Plot location of discharge point, land application field, spray field, COLDS, or LVCOLDS if a new facility is proposed.
f. Show tap-in or extension to the point of connection to existing collection system (if applicable).
g. Existing and proposed water supplies and surface water (wells, springs, ponds, streams, etc.)
h. Existing and proposed rights-of-way.
i. Existing and proposed buildings, streets, roadways, access roads, etc.
j. Any designated recreational or open space area.
k. Wetlands - from National Wetland Inventory Mapping and USGS Hydric Soils Mapping.
l. Flood plains or Flood prone areas, floodways, (Federal Flood Insurance Mapping)
m. Prime Agricultural Land.
n. Any other facilities (pipelines, power lines, etc.)
o. Orientation to north.
p. Locations of all site testing activities (soil profile test pits, slope measurements, permeability test sites, background sampling, etc. (if applicable).
q. Soils types and boundaries when a land based system is proposed.
r. Topographic lines with elevations when a land based system is proposed

4. **WETLAND PROTECTION**

	YES	NO	
a.	☐	☒	Are there wetlands in the project area? If yes, ensure these areas appear on the plot plan as shown in the mapping or through on-site delineation.
b.	☐	☒	Are there any construction activities (encroachments, or obstructions) proposed in, along, or through the wetlands? If yes, identify any proposed encroachments on wetlands and identify whether a General Permit or a full encroachment permit will be required. If a full permit is required, address time and cost impacts on the project. Note that wetland encroachments should be avoided where feasible. Also note that a feasible alternative **MUST BE SELECTED** to an identified encroachment on an exceptional value wetland as defined in Chapter 105. Identify any project impacts on streams classified as HQ or EV and address impacts of the permitting requirements of said encroachments on the project.

5. **PRIME AGRICULTURAL LAND PROTECTION**

YES	NO	
☐	☒	Will the project involve the disturbance of prime agricultural lands? If yes, coordinate with local officials to resolve any conflicts with the local prime agricultural land protection program. The project must be consistent with such municipal programs before the sewage facilities planning module package may be submitted to DEP. If no, prime agricultural land protection is not a factor to this project.
☐	☐	Have prime agricultural land protection issues been settled?

6. **HISTORIC PRESERVATION ACT**

YES	NO	
☒	☐	Sufficient documentation is attached to confirm that this project is consistent with DEP Technical Guidance 012-0700-001 *Implementation of the PA State History Code* (available online at the DEP Web site at www.depweb.state.pa.us , select "subject" then select "technical guidance"). As a minimum this includes copies of the completed Cultural Resources Notice (CRN), a return receipt for its submission to the PHMC and the PHMC review letter.

7. **PROTECTION OF RARE, ENDANGERED OR THREATENED SPECIES**

Check one:

☒ The "Pennsylvania Natural Diversity Inventory (PNDI) Project Environmental Review Receipt" resulting from my search of the PNDI database and all supporting documentation from jurisdictional agencies (when necessary) is/are attached.

☐ A completed "Pennsylvania Natural Diversity Inventory (PNDI) Project Planning & Environmental Review Form," (PNDI Form) available at www.naturalheritage.state.pa.us , and all required supporting documentation is attached. I request DEP staff to complete the required PNDI search for my project. I realize that my planning module will be considered incomplete upon submission to the Department and that the DEP review will not begin, and that processing of my planning module will be delayed, until a "PNDI Project Environmental Review Receipt" and all supporting documentation from jurisdictional agencies (when necessary) is/are received by DEP.

Applicant or Consultant Initials _____.

[illegible]

☒ An alternative sewage facilities analysis has been prepared as described in Section H of the attached Instructions and is attached to this component.

The applicant may choose to include additional information beyond that required by Section H of the attached Instructions.

[illegible]

1. **Waters designated for Special Protection**

   ☐ The proposed project will result in a new or increased discharge into special protection waters as identified in Title 25, Pennsylvania Code, Chapter 93. The Social or Economic Justification (SEJ) required by Section 93.4c. is attached.

2. **Pennsylvania Waters Designated As Impaired**

   ☐ The proposed project will result in a new or increased discharge of a pollutant into waters that DEP has identified as being impaired by that pollutant. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss water quality based discharge limitations.

3. **Interstate and International Waters**

   ☐ The proposed project will result in a new or increased discharge into interstate or international waters. A pre-planning meeting was held with the appropriate DEP regional office staff to discuss effluent limitations necessary to meet the requirements of the interstate or international compact.

4. **Tributaries To The Chesapeake Bay**

   ☐ The proposed project result in a new or increased discharge of sewage into a tributary to the Chesapeake Bay. This proposal for a new sewage treatment facility or new flows to an existing facility includes total nitrogen and total phosphorus in the following amounts: _____ pounds of TN per year, and _____ pounds of TP per year. Based on the process design and effluent limits, the total nitrogen treatment capacity of the wastewater treatment facility is _____ pounds per year and the total phosphorus capacity is _____ pounds per year as determined by the wastewater treatment facility permitee. The permitee has determined that the additional TN and TP to be contributed by this project (as modified by credits and/or offsets to be provided) will not cause the discharge to exceed the annual total mass limits for these parameters. Documentation of compliance with nutrient allocations is attached.

   Name of Permitee Agency, Authority, Municipality _____

   Initials of Responsible Agent (See Section G 2.b) _____

   See *Special Instructions* (Form 3800-FM-WSFR0353-1) for additional information on Chesapeake Bay watershed requirements.

J. CHAPTER 94 CONSISTENCY DETERMINATIONS

Projects that propose the use of existing municipal collection, conveyance or wastewater treatment facilities, or the construction of collection and conveyance facilities to be served by existing municipal wastewater treatment facilities must be consistent with the requirements of Title 25, Chapter 94 (relating to Municipal Wasteload Management). If not previously included in Section F, include a general map showing the path of the sewage to the treatment facility. If more than one municipality or authority will be affected by the project, please obtain the information required in this section for each. Additional sheets may be attached for this purpose.

1. Project Flows 37,450 gpd
2. Total Sewage Flows to Facilities (pathway from point of origin through treatment plant)

When providing "treatment facilities" sewage flows, use Annual Average Daily Flow for "average" and Maximum Monthly Average Daily Flow for "peak" in all cases. For "peak flows" in "collection" and "conveyance" facilities, indicate whether these flows are "peak hourly flow" or "peak instantaneous flow" and how this figure was derived (i.e., metered, measured, estimated, etc.).

a. Enter average and peak sewage flows for each proposed or existing facility as designed or permitted.

b. Enter the average and peak sewage flows for the most restrictive sections of the existing sewage facilities.

c. Enter the average and peak sewage flows, projected for 5 years (2 years for pump stations) through the most restrictive sections of the existing sewage facilities. Include existing, proposed (this project) and future project (other approved projects) flows.

To complete the table, refer to the instructions, Section J.

	a. Design and/or Permitted Capacity (gpd)		b. Present Flows (gpd)		c. Projected Flows in 5 years (gpd) (2 years for P.S.)	
	Average	Peak	Average	Peak	Average	Peak
Collection	558,420*	1,398,051*	41,850*	104,125*	79,100*	197,750*
Conveyance	N/A	1.1 MGD	0.14 MGD	0.18 MGD	N/A	N/A
Treatment	200 MGD	240 MGD	191.9 MGD	208.7 MGD	189.3 MGD	203.3 MGD

* DATA PROVIDED BY WILKINS TOWNSHIP (412) 824-6650 AND SENATE ENGINEERING COMPANY (412) 825-5454.

3. Collection and Conveyance Facilities

The questions below are to be answered by the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities. These questions should be answered in coordination with the latest Chapter 94 annual report and the above table. The individual(s) signing below must be legally authorized to make representation for the organization.

YES NO

a. ☒ ☐ This project proposes sewer extensions or tap-ins. Will these actions create a hydraulic overload within five years on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until all inconsistencies with Chapter 94 are resolved or unless there is an approved Corrective Action Plan (CAP) granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the module package.

If no, a representative of the sewer authority, municipality, or agency responsible for completing the Chapter 94 report for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not affect that status.

b. Collection System

Name of Agency, Authority, Municipality Township of Wilkins

Name of Responsible Agent Rebecca Bradley

Agent Signature Rebecca Bradley Date 05/08/08

THE THOMPSON RUN INTERCEPTOR DOES NOT HAVE CAPACITY FOR FLOWS GENERATED BY TRIBUTARY COMMUNITIES IN WET WEATHER

c. Conveyance System

Name of Agency, Authority, Municipality ALCOSAN

Name of Responsible Agent TIMOTHY D. PREVOST PE

Agent Signature

Date 6/3/08

4. Treatment Facility

The questions below are to be answered by a representative of the facility permittee in coordination with the information in the table and the latest Chapter 94 report. The individual signing below must be legally authorized to make representation for the organization.

	Yes	No	
a.	☐	☒	This project proposes the use of an existing wastewater treatment plant for the disposal of sewage. Will this action create a hydraulic or organic overload within 5 years at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this inconsistency with Chapter 94 is resolved or unless there is an approved CAP granting an allocation for this project. A letter granting allocations to this project under the CAP must be attached to the planning module.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with both §71.53(d)(3) and Chapter 94 requirements and that this proposal will not impact that status.

b. Name of Agency, Authority, Municipality ALCOSAN

Name of Responsible Agent TIMOTHY D. PREVOST, P.E

Agent Signature

Date 6/4/08

This section is for land development projects that propose construction of wastewater treatment facilities. Please note that, since these projects require permits issued by DEP, these projects may NOT receive final planning approval from a delegated local agency. Delegated local agencies must send these projects to DEP for final planning approval.

Check the appropriate box indicating the selected treatment and disposal option.

☐ 1. Spray irrigation (other than individual residential spray systems (IRSIS)) or other land application is proposed, and the information requested in Section K.1. of the planning module instructions are attached.

☐ 2. Recycle and reuse is proposed and the information requested in Section K.2 of the planning module instructions is attached.

☐ 3. A discharge to a dry stream channel is proposed, and the information requested in Section K.3. of the planning module instructions are attached.

☐ 4 A discharge to a perennial surface water body is proposed, and the information requested in Section K.4. of the planning module instructions are attached.

☐ The information required in Section L of the instructions is attached.

☐ The information required in Section M of the instructions is attached.

N. DETAILED HYDROGEOLOGIC STUDY (Section 71.53(d)(3) Requirements)

☐ The detailed hydrogeologic information required in Section N. of the instructions is attached.

O. NON-MUNICIPAL FACILITY

(1-3 for completion by the developer(project sponsor), 4-5 for completion by the non-municipal facility agent and 6 for completion by the municipality)

	Yes	No	
1.	☒	☐	Is connection to, or construction of, a DEP permitted, non-municipal sewage facility or a local agency permitted, community onlot sewage facility proposed.

If Yes, respond to the following questions, attach the supporting analysis, and an evaluation of the options available to assure long-term proper operation and maintenance of the proposed non-municipal facilities. If No, skip the remainder of Section O.

2. Project Flows 37,450 gpd

	Yes	No	
3.	☐	☒	Is the use of nutrient credits or offsets a part of this project?

If yes, attach a letter of intent to puchase the necessary credits and describe the assurance that these credits and offsets will be available for the remaining design life of the non-municipal sewage facility;

(For completion by non-municipal facility agent)

4. Collection and Conveyance Facilities

The questions below are to be answered by the organization/individual responsible for the non-municipal collection and conveyance facilities. The individual(s) signing below must be legally authorized to make representation for the organization.

	Yes	No	
a.	☐	☒	If this project proposes sewer extensions or tap-ins, will these actions create a hydraulic overload on any existing collection or conveyance facilities that are part of the system?

If yes, this sewage facilities planning module will not be accepted for review by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, a representative of the organization responsible for the collection and conveyance facilities must sign below to indicate that the collection and conveyance facilities have adequate capacity and are able to provide service to the proposed development in accordance with Chapter 71 §71.53(d)(3) and that this proposal will not affect that status.

b. Collection System

Name of Responsible Organization N/A

Name of Responsible Agent _____

Agent Signature _____

Date _____

c. Conveyance System

Name of Responsible Organization ALCOSAN

Name of Responsible Agent _____

Agent Signature _____

Date _____

5. Treatment Facility

The questions below are to be answered by a representative of the facility permittee. The individual signing below must be legally authorized to make representation for the organization.

	Yes	No	
a.	☐	☒	If this project proposes the use of an existing non-municipal wastewater treatment plant for the disposal of sewage, will this action create a hydraulic or organic overload at that facility?

If yes, this planning module for sewage facilities will not be reviewed by the municipality, delegated local agency and/or DEP until this issue is resolved.

If no, the treatment facility permittee must sign below to indicate that this facility has adequate treatment capacity and is able to provide wastewater treatment services for the proposed development in accordance with §71.53(d)(3) and that this proposal will not impact that status.

b. Name of Facility ALCOSAN _____

Name of Responsible Agent _____

Agent Signature _____

Date _____

(For completion by the municipality)

6. ☒ The SELECTED OPTION necessary to assure long-term proper operation and maintenance of the proposed non-municipal facilities is clearly identified with documentation attached in the planning module package.

[illegible]

This section must be completed to determine if the applicant will be required to publish facts about the project in a newspaper of general circulation to provide a chance for the general public to comment on proposed new land development projects. This notice may be provided by the applicant or the applicant's agent, the municipality or the local agency by publication in a newspaper of general circulation within the municipality affected. Where an applicant or an applicant's agent provides the required notice for publication, the applicant or applicant's agent shall notify the municipality or local agency and the municipality and local agency will be relieved of the obligation to publish. The required content of the publication notice is found in Section P of the Instructions.

To complete this section, each of the following questions must be answered with a "yes" or "no". Newspaper publication is required if any of the following are answered "yes".

	Yes	No	
1.	☐	☒	Does the project propose the construction of a sewage treatment facility ?
2.	☐	☒	Will the project change the flow at an existing sewage treatment facility by more than 50,000 gallons per day?
3.	☐	☒	Will the project result in a public expenditure for the sewage facilities portion of the project in excess of $100,000?
4.	☐	☒	Will the project lead to a major modification of the existing municipal administrative organizations within the municipal government?
5.	☐	☒	Will the project require the establishment of *new* municipal administrative organizations within the municipal government?
6.	☐	☒	Will the project result in a subdivision of 50 lots or more? (onlot sewage disposal only)

[illegible] PUBLIC NOTIFICATION REQUIREMENT [illegible]

7. ☐ ☒ Does the project involve a major change in established growth projections?
8. ☐ ☒ Does the project involve a different land use pattern than that established in the municipality's Official Sewage Plan?
9. ☐ ☒ Does the project involve the use of large volume onlot sewage disposal systems (Flow > 10,000 gpd)?
10. ☐ ☒ Does the project require resolution of a conflict between the proposed alternative and consistency requirements contained in §71.21(a)(5)(i), (ii), (iii)?
11. ☐ ☒ Will sewage facilities discharge into high quality or exceptional value waters?

☐ Attached is a copy of:
- ☐ the public notice,
- ☐ all comments received as a result of the notice,
- ☐ the municipal response to these comments.

☐ No comments were received. A copy of the public notice is attached.

[illegible] SIGNATURE STATEMENT [illegible]

I verify that the statements made in this component are true and correct to the best of my knowledge, information and belief. I understand that false statements in this component are made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

Robert C. Bassett, E.I.T.	
Name (Print)	Signature
Assistant Engineer	5-25-08
Title	Date
846 Fourth Avenue, Coraopolis, Pa 15108	412-264-4400
Address	Telephone Number

[illegible] FEE [illegible]

The Sewage Facilities Act establishes a fee for the DEP planning module review. DEP will calculate the review fee for the project and invoice the project sponsor OR the project sponsor may attach a self-calculated fee payment to the planning module prior to submission of the planning package to DEP. (Since the fee and fee collection procedures may vary if a "delegated local agency" is conducting the review, the project sponsor should contact the "delegated local agency" to determine these details.) Check the appropriate box.

☐ I request DEP calculate the review fee for my project and send me an invoice for the correct amount. I understand DEP's review of my project will not begin until DEP receives the correct review fee from me for the project.

☒ I have calculated the review fee for my project using the formula found below and the review fee guidance in the instructions. I have attached a check or money order in the amount of $5,350 payable to "Commonwealth of PA, DEP". Include DEP code number on check. I understand DEP will not begin review of my project unless it receives the fee and determines the fee is correct. If the fee is incorrect, DEP will return my check or money order, send me an invoice for the correct amount. I understand DEP review will NOT begin until I have submitted the correct fee.

☐ I request to be exempt from the DEP planning module review fee because this planning module creates only one new lot and is the only lot subdivided from a parcel of land as that land existed on December 14, 1995. I realize that subdivision of a second lot from this parcel of land shall disqualify me from this review fee exemption. I am furnishing the following deed reference information in support of my fee exemption.

County Recorder of Deeds for _____ County, Pennsylvania

Deed Volume _____ Book Number _____

Page Number _____ Date Recorded _____

[illegible]

Formula:

1. For a new collection system (with or without a Clean Streams Law Permit), a collection system extension, or individual tap-ins to an existing collection system use this formula.

   #107 Lots (or EDUs) X $50.00 = $ 5,350

   The fee is based upon:

   - The number of lots created or number of EDUs whichever is higher.
   - For community sewer system projects, one EDU is equal to a sewage flow of 400 gallons per day.

2. For a surface or subsurface discharge system, use the appropriate one of these formulas.

   A. A new surface discharge greater than 2000 gpd will use a flat fee:

   $ 1,500 per submittal (non-municipal)
   $ 500 per submittal (municipal)

   B. An increase in an existing surface discharge will use:

   # _____ Lots (or EDUs) X $35.00 = $ _____

   to a maximum of $ 1,500 per submittal (non-municipal) or $ 500 per submittal (municipal)

   The fee is based upon:

   - The number of lots created or number of EDUs whichever is higher.
   - For community sewage system projects one EDU is equal to a sewage flow of 400 gallons per day.
   - For non-single family residential projects, EDUs are calculated using projected population figures

   C. A sub-surface discharge system that requires a permit under The Clean Streams Law will use a flat fee:

   $ 1,500 per submittal (non-municipal)
   $ 500 per submittal (municipal)

Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module Project Narrative – Section F

June 10, 2008

Existing Conditions

The existing site is approximately 12 acres and is located within the Township of Wilkins Business/Commercial District which fronts on William Penn Highway (SR 0022). The property currently has one existing cinema building concrete/asphalt pavement, sloped wooded areas and open space areas.

Proposed Conditions

The proposed improvements consists of a one 4-story Hotel, two Retail Shops, three Restaurant, and one Dentist Office along with expanded parking areas, graded slopes, retaining wall, landscaping walls, site lighting, utilities, and stormwater conveyance facilities.

The site will implement a private sewage lift station, within the site limits, which will pump sewage to Existing Sanitary Manhole No.47 along Kingston Drive. The proposed lift station will be capable of pumping 37,450 gpd or 107 EDU's from the site to the existing collection facility owned and maintained by Wilkins Township. Wilkins Township sewage collection facility will discharge to ALCOSAN's Thompson Run-5 diversion structure and eventually ALCOSAN's WWTP located within the City of Pittsburgh. Below is a summary of the Sewage Flow/EDU Demand Calculations.

Sewage Flow/EDU Demand Calculations

Parcel A

Tenant A

1. Tenant A is projected to be a Restaurant with an estimated daily water usage is **4550 GPD or 13 EDU's** (1 EDU=350 GPD)

Tenant B1

1. Tenant B1 will have 1 retail tenant which will have an estimated daily water usage is **700 GPD or 2 EDU's** (1 EDU=350 GPD)

Tenant B2

1. Tenant B2 is projected to be a Restaurant with an estimated daily water usage is **4550 GPD or 13 EDU's** (1 EDU=350 GPD)

Tenant C

1. Tenant C will have a dentist office which will have an estimated daily water usage is **700 GPD or 2 EDU's** (1 EDU=350 GPD)

Tenant D

1. Tenant D will have 1 retail tenant which will have an estimated daily water usage is **700 GPD or 2 EDU's** (1 EDU=350 GPD)

Tenant E

1. Tenant E is projected to be a Restaurant with an estimated daily water usage is **4550 GPD or 13 EDU's** (1 EDU=350 GPD)

Parcel B

Hotel

1. Based off of the calculations Prater Engineering Associates prepared the hotel is estimated to use **21,700GPD or 62 EDU's** (1 EDU=350 GPD)

TOTAL = 107 EDU'S or 37,450 GPD

Pennsylvania Department of Environmental Protection Sewage Facilities Planning Module Alternative Analysis – Section H

June 10, 2008

Section H.1

The proposed site will implement a sewage lift station which will convey sewage to an existing Township collection system along Kingston Drive. The daily flow will be 37,450 gpd (107 EDU's @ 350gpd) and will be considered the long term calculated flow for the proposed site.

Section H.2

The site is approximately 12 acres and is located within the Township of Wilkins Business/Commercial District which fronts on William Penn Highway (SR 0022). Adjacent properties to the north and west are defined as a Residential Zoning Districts. Adjacent properties to the south and east are defined as a Commercial Zoning Districts. Adjacent properties are served by the Township's public collection system. .

Section H.3

The Township has not indicated that improvements to the Township's public collector system will be needed at this time.

Section H.4

Public sewers are proposed for this area in Wilkins Township Official Sewage Facilities Plan.

Section H.5

A sewage management program does not exists within this area.

Section H.6

The site currently has and existing lift station pumping to the Township's public collector system. Therefore the same sewage disposal application will be used for the proposed site.

Section H.7

The proposed lift station was chosen for the site because it was the most economical option for sewage disposal/conveyance to the public sewer.

Section H.8

The proposed lift station will be owned and maintained by:

NAI Acquisition Group, L.P.
8000 McKnight Road, Suite 1501
Pittsburgh, PA 15237

A maintenance agreement along with a bond that will be negotiated between the owner and the Township will be set for the maintenance of the lift station.

Section H.9

N/A

Showcase East Redevelopment Site

Parcel A

Tenant A

1. Tenant A is projected to be a Restaurant with an estimated daily water usage is **4550 GPD or 13 EDU's** (1 EDU=350 GPD)

Tenant B1

1. Tenant B1 will have 1 retail tenant which will have an estimated daily water usage is **700 GPD or 2 EDU's** (1 EDU=350 GPD)

Tenant B2

1. Tenant B2 is projected to be a Restaurant with an estimated daily water usage is **4550 GPD or 13 EDU's** (1 EDU=350 GPD)

Tenant C

1. Tenant C will have a dentist office which will have an estimated daily water usage is **700 GPD or 2 EDU's** (1 EDU=350 GPD)

Tenant D

1. Tenant D will have 1 retail tenant which will have an estimated daily water usage is **700 GPD or 2 EDU's** (1 EDU=350 GPD)

Tenant E

1. Tenant E is projected to be a Restaurant with an estimated daily water usage is **4550 GPD or 13 EDU's** (1 EDU=350 GPD)

Parcel B

Hotel

1. Based off of the calculations Prater Engineering Associates prepared the hotel is estimated to use **21,700GPD or 62 EDU's** (1 EDU=350 GPD)

TOTAL = 107 EDU'S or 37,450 GPD

CALCULATIONS

PRATER ENGINEERING AND ASSOCIATES

SANITARY AND STORM FLOW RATES FOR RESIDENCE INN - WILKINS TOWNSHIP
April 25, 2008

SANITARY FLOW CALCULATIONS

FIXTURE	NUMBER	Gallons	GALLONS PER DAY
139 Total Beds	1.5 persons/room	66 per Room[a]	13,761
Comm.Laundray (139 Total beds)	12/lbs/day/bed	3.5 per bed	5,838
KITCHEN/CAFETERIA (Meals)	175	10 per Meal	1,750
TOTAL GALLONS PER DAY			**21,349**

a. Total average gallons per day per room based on measured data taken from Monroeville - Marriot Spring Hill Suites.

TOTAL STORM WATER FLOW

Roof Area = 31,404 ft^2
Equivalent Acre = 0.72
Q = (0.95)*(5.8)*(0.72)
Q = 3.97cfs

PRATER ENGINEERING ASSOCIATES
6543 Commerce Parkway, Suite H
Dublin, Ohio 43017
Phone: (614) 766-4896 Fax: (614) 766-2354

PROJECT Residence Inn Wilcons Township
FOR Condensate Calculation
JOB NO. 073060 PAGE 2 OF 2
CALCULATION BY CJM DATE 4-24-08
CHECKED BY _____ DATE _____

Split System (Public Areas & make-up air)

By using Psychrometric Chart

E DB - 80°F	L DB - 63°F
EWB - 67°F	LWB - 59°F
78 gr/lb	68 gr/lb

* Dry & Wet Bulb temps given from units specs.
* Humity Ratio from Psychrometric chart.

78 - 68 gr/lb

Density of air at 59°F LWB Temp = .0761

$(.0761)^{-1} = 13.14$

$$\frac{10\ gr_{H_2O}}{lb_{AIR}} \cdot \frac{lb_{H_2O}}{7000\ gr_{H_2O}} \cdot \left(\frac{lb_{AIR}/min}{13.14\ cfm} \cdot 2{,}500\ cfm\right) \frac{1\ gal}{8.34\ lb_{H_2O}}$$

= .0326 gal / ~~day~~ min

= 46.93 gal / day

There are 2 split systems of equal size therefore 46.93 x 2 = 93.86 gal / day

Summary

Split Systems	=	93.86 gal / day
Pool Unit	=	44.25 gal / day
VTAC'S	=	70.88 gal / day
Total	=	208.99 gal / day

PRATER ENGINEERING ASSOCIATES
6543 Commerce Parkway, Suite H
Dublin, Ohio 43017
Phone: (614) 766-4896 Fax: (614) 766-2354

PROJECT Residence Inn - Wilkins Town St.
FOR Condensate Calculations
JOB NO. 07306 PAGE 1 OF 2
CALCULATION BY CJM DATE 4-24-08
CHECKED BY [illegible] DATE

Pool Unit

EHR - LHR (gr/lb)

70.2 - 53.6 (gr/lb) = 16.6 gr/lb

Density of Air at 51.5°F = .07772
= (.07772)$^{-1}$ = 12.9533

$$\frac{16.6\ gr_{H_2O}}{lb_{AIR}} \cdot \frac{lb_{H_2O}}{7000\ gr_{H_2O}} \cdot \left(\frac{lb_{AIR}/min}{12.9533\ cfm} \cdot \frac{1{,}400\ cfm}{1}\right) \frac{1\ gal}{8.34\ lb_{H_2O}}$$

= .03073 gpm
= 44.25 gal/day

VTAC's

62.9 - 58.6 = 4.3 (gr/lb)

Density of air at 53.1°F = .0770 (.0770)$^{-1}$ = 12.9870

$$\frac{4.3\ gr_{H_2O}}{lb_{AIR}} \cdot \frac{lb_{H_2O}}{7000\ gr_{H_2O}} \left(\frac{lb_{AIR}/min}{12.9870\ cfm} \cdot \frac{350\ cfm}{1}\right) \frac{1\ gal}{8.34\ lb_{H_2O}}$$

= .001985 gpm / VTAC
= 2.86 gal/day per VTAC

124 VTAC Units

124 units × 2.86 gal/day = 354.45 gal/day for all units

* VTAC's evaporates 80% of condensate by heat of compression and use to cool other internal parts. Only 20% of condensate produced goes to the drain of VTAC unit.

(354.45 gal/day)(20%)

= 70.88 gal/day

TOWNSHIP OF WILKINS

RESOLUTION NO. 10-08

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, REQUESTING A GRANT FROM THE ALLEGHENY COUNTY ECONOMIC DEVELOPMENT COMMUNITY INFRASTRUCTURE AND TOURISM FUND; DESIGNATING AN OFFICIAL TO PERFORM REQUIRED DUTIES BETWEEN THE APPLICANT AND THE COUNTY; COMMITTING THE PROVISION OF LOCAL MATCHING FUNDS, WHERE APPLICABLE AND COMMITTING TO COMPLIANCE WITH ALL OTHER PROVISIONS OF THE APPLICATION.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Allegheny County Economic Development Community Infrastructure and Tourism Fund (ACEDCITB) in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the ACEDCITB.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Amanda Settelmaier, Executive Director of the Turtle Creek Valley Council of Governments, as the official to file all applications, documents, and forms between the Township of Wilkins and the ACEDCITB.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

Adopted this 28th day of September, 2008 by the Township of Wilkins.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson

William G. Wilson, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA
RESOLUTION NUMBER: 11-2008

A RESOLUTION OF THE COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 18-2006 AUTHORIZING THE CONDEMNATION OF CERTAIN PROPERTY LOCATED IN THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, FOR THE PUBLIC PURPOSE OF OBTAINING A RIGHT OF WAY SO AS TO REPAIR AND MAINTAIN A LANDSLIDE ON OR ABOUT HIGHLAND AVENUE.

WHEREAS, the Township of Wilkins desires to amend Resolution Number 18-2006 so that it may properly reflect that the takings were of easements and not of the properties in fee simple.

The amended Resolution shall read as follows:

WHEREAS, the Township of Wilkins is authorized by 53 P.S. §5607 seq. and 26 P.S. §1-101 et seq.; to acquire by eminent domain any land it deems necessary or desirable for the public purpose of the repair and maintenance of a public sewer system.

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

Section One. That the proper officials of the Township of Wilkins are hereby authorized to execute and file a Declaration of Taking for the purpose of acquiring by Eminent Domain certain easements to be used as a right of way more particularly described on Exhibit "A" which is attached hereto and incorporated herein.

Section Two. The purpose of the Declaration of Taking Of Easements On Property is to permit the repair and maintenance of a landslide on the property more particularly described in Exhibit "A."

Section Three. The Township of Wilkins shall acquire fee simple title only to the easements and not to the properties in their entirety as identified in Exhibit "A."

Section Four. The amount of damages, if any, as a result of the taking shall be charged against any present or future appropriations by the Commissioners of the Township of Wilkins.

Section Five. That all Resolutions or parts of any Resolution inconsistent herewith are hereby repealed.

Resolved this 13th day of October, 2008.

ATTEST

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

William G. Wilson, Chairman

TOWNSHIP OF WILKINS

RESOLUTION NO. 12-08

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 11-2006, AS AMENDED BY RESOLUTION NO. 09-07, KNOWN AS THE SCHEDULE OF FEES, ARTICLE I, TO AMEND THE ZONING FEE SCHEDULE.

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Resolution Number 11-2006, as amended by Resolution Number 9-2007, amending, and consolidating various resolutions to include fee schedules for various permits and services provided by the Township of Wilkins; and

WHEREAS, it is the desire of the Board of Commissioners to amend the fee schedule for zoning fees, due to increased costs for advertisement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Commissioners of the Township of Wilkins and it is hereby resolved by the authority of the same that, Resolution Number 11-2006, as amended by Resolution #9-2007 is hereby amended as follows.

I. **Zoning Fees**

A. **Applications for Appeal to the Zoning Hearing Board:**

1. A fee of $500.00 shall be paid by all persons for each appeal to the Zoning Hearing Board plus the cost administrative overhead connected with the hearing. Legal expenses of the zoning hearing board, expenses for engineering, architectural or other technical consultants or expert witness costs are specifically excluded by the Pennsylvania Municipalities Code 617.3 (e).

2. Exceptions.

   a) No fee shall be required for hearing before the Zoning Hearing Board pertaining to special exceptions in connection with lots falling within the classification described in the Codified Book of Ordinances Section 173-22(E).

The fee for an applicant requiring a hearing for Special Exception for the purpose of operating a no-impact home-based business shall be $300.00.

   a) If the applicant qualifies under the no-impact home-based business ordinance, the application will be referred to the Zoning Hearing Board for review. If the applicant does not qualify for Zoning Hearing Board review, $250.00 will be returned to the applicant forthwith.

3. Fees are payable at the time an appeal is filed.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 10th day of November, 2008.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 13-08

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPOINTING REBECCA BRADLEY AS THE OPEN-RECORDS OFFICER OF THE TOWNSHIP OF WILKINS PURSUANT TO ACT 3 OF 2008.

WHEREAS, on February 14, 2008, Governor Edward G. Rendell signed into law Senate Bill No. 1, now known as Act 3 of 2008; which amends the current Open Records Law, 65 P.S., §66.1 et seq.; and

WHEREAS, Act 3 of 2008 requires the Township of Wilkins to designate an official or an employee to act as the Open-records Officer who will receive requests submitted to the agency under the Act, direct requests to other appropriate persons within the agency or to appropriate persons in another agency, track the agency's progress in responding to requests and issue interim and final responses under Act 3 of 2008.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins and it is hereby resolved as follows:

Section I. The Commissioners of the Township of Wilkins hereby designates Rebecca Bradley as its Open-Records Officer pursuant to Act 3 of 2008.

Section II. Any resolution or part of a resolution in conflict herewith is hereby repealed.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of December, 2008.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 1-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 790, an Ordinance providing for audit of Township accounts by an independent auditor on December 11, 1989; and

WHEREAS, said Ordinance 790 requires the appointment of an auditor by Resolution on an annual basis; and

WHEREAS, it is the desire of the Board of Commissioners of the Township of Wilkins to appoint Robert J. Tomasic as auditor for the Township of Wilkins for the year 2009.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that Robert J. Tomasic is hereby appointed to the post of Independent Auditor for the year 2009.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of January, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 2-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Economic Development in the amount of $103,500 under the Federal Housing and Community Development Act as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the Department of Economic Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Amanda Settelmaier, Executive Director of the Turtle Creek Valley Council of Governments as the official to file all applications, documents, and forms between the Turtle Creek Valley Council of Governments and the Allegheny County Department of Economic Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins will assure, where applicable, the provision of the full local share of project costs.

BE IT FURHTER RESOLVED, that the Township of Wilkins will assure, that the project will be awarder or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of January, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 3-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 11-2006, AS AMENDED BY RESOLUTION NUMBERS 01-2007, 09-2007, AND 12-2008 KNOWN AS THE SCHEDULE OF FEES, ARTICLE II, SECTION B TO ADD A FEE FOR BANNER SIGN PERMITS.

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Resolution Number 11-2006, as amended by Resolution Number 1-2007, Resolution Number 9-2007 and Resolution Number 12-2008, amending, and consolidating various resolutions to include fee schedules for various permits and services provided by the Township of Wilkins; and

WHEREAS, it is the desire of the Board of Commissioners to amend the fee schedule for sign permits, to establish a fee for procurement of a banner sign.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Commissioners of the Township of Wilkins and it is hereby resolved by the authority of the same that, Resolution Number 11-2006, as amended, is hereby amended as follows.

II. Zoning Fees

B. Sign Permits

5. Banner Sign

a. Thirty Days:	$25.00
b. Each additional Thirty Days	$ 5.00

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of January, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:
Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 4-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ESTABLISHING A SALARY FOR THE INTERIM CHIEF OF POLICE

BE IT RESOLVED and it is hereby RESOLVED by the Board of Commissioners as follows:

Section I: The Salary of the Interim Chief of Police of the Township of Wilkins has been established at Eighty Thousand Four Hundred Dollars ($80,400.00) during the year 2009.

Section II: Benefits of the office are the same as those given to uniformed officers of the police department under collective bargaining agreements or arbitration awards entered from time to time.

Section III: It is hereby declared to be the policy of the Board of Commissioners that in the event that the Interim Chief of Police remains in position in 2010 and thereafter, the INTERIM CHIEF OF POLICE shall receive salary increases and benefits in the same percentages and/or amounts as those received or awarded to the uniformed members of the police department.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 30th day of March, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:
Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 5-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING LINE ITEM TRANSFERS WITHIN THE 2009 GENERAL FUND BUDGET.

WHEREAS, the Board of Commissioners adopted the 2009 General Fund Budget by Ordinance #991 on December 8, 2008; and

WHEREAS, subsequent to the adoption of the 2009 General Fund Budget, the Township was informed that annual premiums for Workers' Compensation, Property, Inland Marine, General Liability, Law Enforcement and Public Officials insurance were $78,442 less than budgeted; and

WHEREAS, subsequent to the adoption of the 2009 budget, the Public Works Superintendent recommended that $45,000 in excess funding allotted to line item 432.210, Snow & Ice Removal Materials and Supplies, in addition to excess budgeted funds from Insurance Premiums be reallocated to paving to provide $120,000 in additional paving resources; and

WHEREAS, the Board of Commissioners, meeting in regular session on Monday, February 23, 2009 authorized the preparation of a resolution providing for the transfer of funds within the 2009 General Fund budgeted expenditures, in accordance with Section 1701, Paragraph (d) of the First Class Township Code.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that the attached line-item transfers in the General Fund Budget 2009 are hereby approved.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of April, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

Resolution #5-2009
Line Item Transfers
General Fund 2009 Budget

Budget Line Item	Description	2009 Actual Cost	2009 Budgeted Cost	2009 Revised Budget	Variance
	Package Policy	44,033.00			
486.351	Property Insurance		4,000.00	3,000.00	(1,000.00)
486.386	Inland Marine Insurance		600.00	600.00	-
486.353	General Liability		33,500.00	28,000.00	(5,500.00)
486.352	Automobile		37,000.00	30,000.00	(7,000.00)
486.352	VFIS (Fire Vehicle Ins.)	16,636.00	n/a	n/a	n/a
486.354	Law Enforcement	10,945.00	12,100.00	11,000.00	(1,100.00)
486.355	Public Officials	8,661.00	9,300.00	8,700.00	(600.00)
401.151	Manager Workers' Comp	478.70	700.00	500.00	(200.00)
405.151	Clerical Workers' Comp	646.18	900.00	700.00	(200.00)
410.151	Police Workers' Comp	75,976.99	103,400.00	78,000.00	(25,400.00)
411.151	Fire Workers' Comp	10,434.50	21,200.00	10,500.00	(10,700.00)
413.151	Code Workers' Comp	265.99	700.00	300.00	(400.00)
430.151	Public Works Workers' Comp	47,828.85	70,700.00	48,000.00	(22,700.00)
452.151	Recreation Workers' Comp	451.79	700.00	500.00	(200.00)
432.210	Snow & Ice Removal	71,500.00	116,500.00	71,500.00	(45,000.00)
	Subtotals:	*287,858.00*	*411,300.00*	*291,300.00*	*(120,000.00)*
438.210	Road Paving	n/a	74,200.00	194,200.00	120,000.00
	Grand Totals:	**287,858.00**	**485,500.00**	**485,500.00**	-

TOWNSHIP OF WILKINS

RESOLUTION NO. 6-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE USE OF THE DOTGRANTS SYSTEM

WHEREAS, the Pennsylvania Department of Transportation and the Township of Wilkins have agreed to use the dotGrants on-line reporting system to file the required Liquid Fuels forms annually; including but not limited to the MS-965, MS-329 and MS-999 forms.

NOW THEREFORE BE IT RESOLVED

1. that the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this on-line reporting program;
2. that the Legislative Body hereby designates the following persons and any Officer holding the following titles/positions:

Manager	Rebecca Bradley	Rebecca Bradley
Assistant Manager	Paul Vargo	Paul Vargo

to execute and provide all information necessary for the completion of said application, and to execute all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA) on behalf of the Municipality.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of April, 2009.

LEGISLATIVE BODY

William G. Wilson	William G. Wilson
Paul G. Padula	Paul G. Padula
Sharyn A. Fialla	Sharyn A. Fialla
Joseph D. Costa	Joseph D. Costa
Michael E. Szoko	Michael E. Szoko

TOWNSHIP OF WILKINS

RESOLUTION NO. 6-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION FOR THE USE OF THE DOTGRANTS SYSTEM

WHEREAS, the Pennsylvania Department of Transportation and the Township of Wilkins have agreed to use the dotGrants on-line reporting system to file the required Liquid Fuels forms annually; including but not limited to the MS-965, MS-329 and MS-999 forms.

NOW THEREFORE BE IT RESOLVED

1. that the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this on-line reporting program;
2. that the Legislative Body hereby designates the following persons and any Officer holding the following titles/positions:

Manager	Rebecca Bradley	Rebecca Bradley
Assistant Manager	Paul Vargo	Paul Vargo

to execute and provide all information necessary for the completion of said application, and to execute all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA) on behalf of the Municipality.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of April, 2009.

LEGISLATIVE BODY

William G. Wilson	William G. Wilson
Paul G. Padula	Paul G. Padula
Sharyn A. Fialla	Sharyn A. Fialla
Joseph D. Costa	Joseph D. Costa
Michael E. Szoko	Michael E. Szoko

TOWNSHIP OF WILKINS

RESOLUTION NO. 7-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, TO ADOPT AN AMENDMENT TO THE MANUAL OF RULES AND REGULATIONS GOVERNING THE OPERATION OF THE TOWNSHIP POLICE DEPARTMENT AND DEFINING THE DUTIES OF THE POLICE DEPARTMENT EMPLOYEES.

The Board of Commissioners of the Township of Wilkins pursuant to the authority of the First Class Township Code hereby resolves as follows:

SECTION I: The Board of Commissioners hereby adopts an Amendment to the Manual of Rules and Procedures containing policies, procedures and regulations governing the operation of the Township Police Department and defining the duties of the Police Department employees.

SECTION II: The amendment to the Manual of Rules and Procedures is contained in a new section, 22.0. The Manual of rules and Procedures as amended, and this Resolution are incorporated herein by reference hereto and made a part hereof.

SECTION III: The Manual shall be issued to all employees of the Police Department in the manner set forth in the Manual.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of June, 2009.

TOWNSHIP OF WILKINS

William G. Wilson

William G. Wilson, Chairman

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

RESOLUTION NO. 7-09

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SECTION I: The Board of Commissioners hereby adopts an Amendment to the Manual of Rules and Procedures containing policies, procedures and regulations governing the operation of the Township Police Department and defining the duties of the Police Department employees.

SECTION II: The amendment to the Manual of Rules and Procedures is contained in a new section, 22.0. The Manual of rules and Procedures as amended, and this Resolution are incorporated herein by reference hereto and made a part hereof.

SECTION III: The Manual shall be issued to all employees of the Police Department in the manner set forth in the Manual.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of June, 2009.

TOWNSHIP OF WILKINS

William G. Wilson, Chairman

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

RESOLUTION NO. 8-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, RATIFYING THE ACTION TAKEN BY THE BOARD OF COMMISSIONERS ON MONDAY, JUNE 8, 2009, BEFORE FEDERAL MAGISTRATE JUDGE LENIHAN, EXECUTING A SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE BETWEEN THE TOWNSHIP OF WILKINS AND KEITH D. GUTHRIE.

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

SECTION I: The Board of Commissioners hereby adopts a Settlement Agreement and Full and Final Release entered into on June 8, 2009 in the presence of Federal Magistrate Judge Lenihan and legal counsel. The Agreement is by and between Keith D. Guthrie and the Township of Wilkins, Rebecca Bradley, Paul Vargo, William G. Wilson, Frank Greco, Sylvia Martinelli, and Paul Padula.

SECTION II: A copy of the Settlement Agreement and Full and Final Release is attached hereto and by reference made a part hereof.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of June, 2009.

TOWNSHIP OF WILKINS

William G. Wilson, Chairman

ATTEST:

Rebecca Bradley, Manager

SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE

THIS SETTLEMENT AGREEMENT AND FULL AND FINAL RELEASE is made and entered into this 8th day of June, 2009, by and between KEITH D. GUTHRIE (hereinafter referred to as "Guthrie") and REBECCA BRADLEY, PAUL VARGO, WILLIAM G. WILSON, FRANK GRECCO, SYLVIA MARTINELLI, PAUL PADULA and WILKINS TOWNSHIP (hereinafter referred to collectively as "the Released Parties").

WITNESSETH:

WHEREAS, Guthrie has been employed by Wilkins Township at all relevant times, most recently serving as Chief of Police from 2000 to 2009;

WHEREAS, Guthrie filed a lawsuit against the Released Parties in the United States District Court for the Western District of Pennsylvania at Case Number 2:06-cv-619, alleging various Constitutional and state law violations; and

WHEREAS, Guthrie and the Released Parties wish to settle their respective differences and resolve all claims and disputes, or potential claims and disputes.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements hereinafter set forth, and sufficiency of consideration, which is hereby acknowledged, and intending to be legally bound hereby, the parties covenant, promise and agree as follows:

1. Within twenty (20) calendar days of Guthrie's execution of this Settlement Agreement and Full and Final Release, the total sum of Fifty Thousand Dollars ($50,000.00) will be paid by the Released Parties' insurance carrier, Selective Insurance Company, to Guthrie by way of a check made payable to Keith D. Guthrie and delivered to his attorneys, Leech Tishman Fuscaldo & Lampl, LLC. A Form 1099 shall be issued for this payment.

2. Guthrie shall retire from his employment with Wilkins Township, such retirement to be effective no later than March 14, 2009 ("Effective Retirement Date").

3. In exchange for his agreement to retire from Wilkins Township, Wilkins Township shall pay a retirement package to Guthrie in the total amount of $48,688.68. This payment represents the following categories of wages and benefits earned and accrued by Guthrie during his employment:

a. $ 3,367.79 2009 Longevity
b. $ 614.56 2009 Holidays
c. $ 9,217.80 30 Vacation Days (2009)
d. $11,061.36 36 Sick Days
e. $ 1,536.30 5 Personal Days
f. $22,890.87 Retroactive salary increase (2009)

The payment specified in this paragraph shall be tendered by Wilkins Township to Guthrie upon the expiration of the 7-day revocation period as more fully described in paragraph 17 of this Agreement. It is expressly agreed and understood that the entire $48,688.68 specified in this paragraph shall be considered as wages earned in the final thirty-six months of Guthrie's employment with Wilkins Township for purposes of Guthrie's pension calculation. Accordingly, Guthrie expressly understands and agrees that the entire $48,688.68 is subject to a five percent (5%) withholding for pension contribution, and that all wages are also subject to applicable federal, state and local income taxes.

4. In addition to the monies set forth in paragraphs 1 and 3 above, Guthrie shall continue to receive the health (including dental and vision), life and retirement death benefits for him and his spouse or widow that active police officers of Wilkins Township receive, until such time as Guthrie or his spouse (widow) become eligible for Medicare, at which time he/she shall be placed on medical insurance for individuals who attain Medicare eligibility. In addition, upon reaching Medicare eligibility, Guthrie and his spouse (widow) shall be eligible for Security Blue or its equivalent Medicare supplement at Township expense.

5. In consideration of the payments and other consideration referenced herein, Guthrie hereby releases, remises and forever discharges the Released Parties, including their commissioners, officers, managers, assistant managers, administrators, supervisors, employees, agents, representatives, predecessors, successors, assigns, attorneys and insurers from any and all claims, damages, demands, causes of action, suits, debts due, and sums of money of whatever kind and nature which Guthrie ever had, could have in the future, or now has against the Released Parties arising out of or in any way related to or resulting from Guthrie's employment with Wilkins Township and/or the events, acts, omissions and incidents alleged in the federal civil action referenced hereinabove including, but not limited to, all claims which were, or which could have been, asserted by Guthrie for front pay, back pay, lost wages, benefits, attorneys' fees, costs, expenses, liquidated damages, compensatory damages, or punitive damages, or which Guthrie may have sustained or may hereafter sustain as a consequence resulting from or arising out of his employment with Wilkins Township and/or the events, acts, omissions and incidents alleged in the federal civil action referenced hereinabove. Guthrie is not releasing any claims, causes of actions or damages he may have for any event, act, omission and/or incident by any of the Released Parties that arises after March 13, 2009. Guthrie knowingly and voluntarily releases and forever discharges the Released Parties from any and all claims that he has or may have against the Released Parties as of the date of his execution of this

Settlement Agreement and Full and Final Release, including, but not limited to, all claims which were or which could have been asserted in Guthrie's civil action as well as any alleged violation of:

- Title VII of the Civil Rights Act of 1964, as amended;
- The Civil Rights Act of 1991;
- Sections 1981 through 1988 of Title 42 of the United States Code, as amended;
- The Employee Retirement Income Security Act of 1974, as amended;
- The Immigration Reform and Control Act, as amended;
- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Older Workers Benefit Protection Act;
- The Worker Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family and Medical Leave Act;
- The Fair Labor Standards Act;
- The Vocational Rehabilitation Act of 1973;
- The Equal Pay Act;
- The Pennsylvania Human Relations Act, as amended;
- The Pennsylvania Wage Payment and Collection Law, as amended;
- The Pennsylvania Minimum Wage Act, as amended;
- The Pennsylvania Equal Pay Law, as amended;
- Any other federal, state or local civil or human rights law or any other local, state or federal constitution, statute, regulation or ordinance;
- Any public policy, contract, tort, or common law; or

- Any claim for costs, fees, or other expenses including attorneys' fees incurred in these matters.

6. In consideration of Guthrie's dismissal of the aforementioned litigation and release of any claims he may have as of the Effective Date of Retirement, and his retirement from the Wilkins Township police department, Wilkins Township, only, hereby releases, remises and forever discharges Guthrie, his heirs and assigns, from any and all civil claims, damages, demands, causes of action, suits, debts due, and sums of money of whatever kind and nature which Wilkins Township ever had, could have in the future, or now has against Guthrie arising out of or in any way related to or resulting from Guthrie's employment with Wilkins Township and/or the events, acts, omissions and incidents alleged in the federal civil action referenced hereinabove, or which Wilkins Township may have sustained or may hereafter sustain as a consequence resulting from or arising out of Guthrie's employment with Wilkins Township and/or the events, acts, omissions and incidents alleged in the federal civil action referenced hereinabove. Wilkins Township is not releasing any claims, causes of actions or damages it may have for any event, act, omission and/or incident by Guthrie that arises after March 13, 2009.

7. Nothing in this Agreement shall abrogate or modify Wilkins Township's obligation to defend Guthrie, in accordance with applicable law and the terms of the Township's policies of insurance, in the event of litigation, initiated by a third party against Guthrie and/or Wilkins Township, that concerns Guthrie's actions or failure to act, during the course and scope of his employment with Wilkins Township. In the event of such litigation, Guthrie agrees to make himself available to and cooperate with Wilkins Township's attorneys and insurers as necessary.

8. Based on the claims released hereinabove and the payments specified hereinabove, Guthrie affirms that he has been paid and/or has received all leave (paid or unpaid), compensation, wages, bonuses, expenses and/or benefits to which he may be entitled and that no other leave (paid or unpaid), compensation, wages, bonuses, expenses and/or benefits are due to him.

9. Guthrie is, and hereby agrees, to be responsible for the payment of any and all federal, state, and/or local taxes which may be payable by him on the consideration paid for this Release. Guthrie agrees to indemnify and hold harmless the Released Parties and their insurers, individually or collectively, from and against any and all claims for federal, state and/or local taxes, due and owing by Guthrie, which may be payable on the consideration paid for this Release. Guthrie represents and agrees that he is not relying on the advice of the Released Parties or their attorneys as to the legal, tax, or other consequences of this Settlement Agreement and Full and Final Release.

10. The parties expressly acknowledge and agree that this Settlement Agreement and Full and Final Release is entered into to avoid additional inconvenience and expense, and for the purpose of finality. This Settlement Agreement and Full and Final Release shall not be construed or interpreted as an admission of liability by the

Released Parties with respect to the allegations and claims made or asserted by Guthrie, and the Released Parties hereby expressly deny any and all liability.

11. As additional consideration for this Release, Wilkins Township agrees to remove all written warnings, written reprimands, and written notices of suspension dated from September 1, 2003 to March 14, 2009 from Guthrie's personnel file. Such documents shall not be destroyed, but shall be maintained in a separate file. The Township agrees to abide by the Pennsylvania Right to Know Law with respect to Guthrie's personnel information. Guthrie's personnel information, however, may be subject to disclosure by way of discovery, subpoena or other legal process in civil litigation and/or other legal proceedings brought against Wilkins Township or Guthrie by a government agency or private party. This Paragraph shall not prohibit Wilkins Township from providing access to Guthrie's personnel information to persons who, as part of their employment duties for Wilkins Township, are required to have access to the information for purposes of implementing the Township's records management and/or document retention or destruction policies.

12. As additional consideration for the payments referenced hereinabove, Guthrie agrees not to reapply for or accept employment with Wilkins Township at any time.

13. This Settlement Agreement and Release constitutes the entire and only understanding and agreement between the parties hereto with respect to the subject matter hereof. The parties agree to execute all documents and transfer the necessary funds to effectuate the intent of this Settlement Agreement andFull and Final Release. Except as otherwise set forth in this paragraph, all prior and contemporaneous understandings, discussions or agreements with respect to said subject matter are expressly superseded by this Settlement Agreement and Full and Final Release.

14. If any provision of this Settlement Agreement and Full and Final Release is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provision shall be fully severable, and the remaining provisions of this Agreement shall continue in full force and effect.

15. Guthrie agrees to discontinue any and all charges, complaints, suits and/or actions currently pending against the Released Parties with prejudice, including the federal court civil action described herein.

16. Guthrie agrees that he has been given at least twenty-one (21) days after the receipt of this Settlement Agreement and Full and Final Release to consider its terms and decide whether or not to sign it, but that he can freely and knowingly waive the twenty-one (21) day period and execute the Agreement before the end of the twenty-one (21) day period, the effect of which is to begin the running of the seven (7) day period described below.

17. Guthrie is aware that he may change his mind and freely revoke this Settlement Agreement and Full and Final Release, *as it applies to any claim he may have under the Age Discrimination in Employment Act (ADEA)*, at any time during the seven (7) days after it is signed, in which case, the provisions of the Release as to the ADEA will have no force or effect. Guthrie understands and agrees that, upon his execution of this Release, the payment of the settlement sums specified in paragraph 1 and 3 will be held by the Released Parties until the expiration of this seven (7) day revocation period, after which the payment will be tendered to Guthrie if he has not exercised his revocation rights under this paragraph. Guthrie understands and agrees that any revocation under this section must be in writing and delivered to counsel for the Released Parties, at the address which follows, within seven (7) days of Guthrie's signing of the Release to be effective: Erica L. Clarke, c/o Dapper, Baldasare, Benson, Behling & Kane, P.C., Four Gateway Center, 10th Floor, 444 Liberty Ave., Pittsburgh, PA 15222. The parties acknowledge and agree that any revocation by Guthrie under this paragraph shall apply only to any claims Guthrie may have or assert under the ADEA, and is not effective to revoke Guthrie's waiver and release of any other claims pursuant to this Release.

18. Guthrie has been and/or is hereby advised to review this Settlement Agreement and Full and Final Release with his attorney, and expressly acknowledges that he has read and understands the Agreement and enters into the Agreement of his own free will and as a competent adult.

19. This Settlement Agreement and Full and Final Release shall be binding upon and inure to the benefit of all the parties hereto and their respective officers, supervisors, employees, administrators, agents, predecessors, successors, insurers, assigns, heirs and merged entities.

20. The terms or conditions of this Settlement Agreement and Full and Final Release may not be modified, altered or changed except upon express written consent of all parties wherein specific reference is made to this Release. Any waiver of the terms or covenants hereof must be in a writing executed by the party waiving compliance. Failure of any party at any time or times to require performance of any provision hereof shall in no manner affect his or its right at a later time to enforce the same. No waiver by a party of a breach of any term or covenant contained in this Release, whether by conduct or otherwise, in any one or more instances shall be deemed to be or construed as a further or continuing waiver of such term or covenant.

21. This Settlement Agreement and Full and Final Release shall be interpreted, endorsed and governed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law rules. The United States District Court for the Western District of Pennsylvania shall retain jurisdiction over any disputes arising out of the terms of this Agreement.

22. The parties declare that each has fully participated in the negotiation of this Agreement, that each has carefully read this Agreement and reviewed its terms, that each has been given an opportunity to consult with legal counsel to the extent any party so desires, and that each agrees to it for the purpose of making a full and final compromise and settlement of the matters referenced herein.

23. This Settlement Agreement and Full and Final Release may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

24. Guthrie agrees to withdraw his claim for unemployment compensation.

IN WITNESS WHEREOF, with the intent to be legally bound, the parties have each signed this Settlement Agreement and Full and Final Release on the dates indicated below.

Keith D. Guthrie

For or on Behalf of the Released Parties, Rebecca Bradley, Paul Vargo, William G. Wilson, Frank Grecco, Sylvia Martinelli, Paul Padula and Wilkins Township

DATED: 6-8-09

DATED: 6/8/09

Witness
Patrick Sorek, Esquire
Alisa N. Carr, Esquire
Counsel for Keith D. Guthrie

Witness
Brian S. Kane, Esquire
Erica L. Clarke, Esquire
Counsel for the Released Parties, Rebecca Bradley, Paul Vargo, William G. Wilson, Frank Grecco, Sylvia Martinelli, Paul Padula and Wilkins Township

TOWNSHIP OF WILKINS

RESOLUTION NO. 9-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING AND CONSOLIDATING RESOLUTION NUMBER 11-2006, AS AMENDED BY RESOLUTION NUMBERS 01-2007, 09-2007, 12-2008 AND 03-2009 TO INCLUDE FEE SCHEDULES FOR VARIOUS PERMITS AND SERVICES PROVIDED BY THE TOWNSHIP OF WILKINS, DELETING FEES FOR PERMITS AND SERVICES NO LONGER APPLICABLE, AND ADDING FEES FOR THIRD PARTY ELECTRICAL INSPECTIONS.

WHEREAS, the Township requires fees for various permits and services; and

WHEREAS, over the course of the last three years, these fees have been adopted by Resolution Numbers 11-2006, 01-2007, 09-2007, 12-2008 and 03-2009; and

WHEREAS, at their regularly scheduled meeting of June 8, 2009, the Board of Commissioners adopted a motion to enter into a contract with Code.sys Code Consulting for the performance of third party electrical inspection services; and

WHEREAS, the Board of Commissioners is desirous of creating one Resolution to be known as the Schedule of Fees encompassing the fees for all permits and services required by the various codes of the Township.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves that Resolution Numbers 11-2006, 01-2007, 09-2007, 12-2008 and 03-2009 are hereby consolidated into this resolution known as the Schedule of Fees and fees for third party electrical inspections are hereby added. By adoption of this Schedule of Fees, Resolution Numbers 11-2006, 01-2007, 09-2007, 12-2008 and 03-2009 are hereby rescinded.

I. BUILDING INSPECTION FEES, CONSTRUCTION DOCUMENT REVIEW, APPLICATION AND PROCEDURES:

A. **Building Inspection Fees**:

1. Residential (1 & 2 family dwellings)*

New Construction	$40.00 plus 12 cents per sq. ft. of GFA*
Additions	$40.00 plus 12 cents per sq. ft. of GFA*
Repairs and alterations	$40.00 plus .9% of construction cost
Decks	$75.00
Utility & miscellaneous Use Groups (towers, retaining walls, fences)	$50.00
Swimming Pools (in ground)	$75.00
Swimming Pools (above ground)	$50.00
Demolition	$40.00 plus .65% of demolition cost
Manufactured Dwelling (mobile home)	$40.00 plus 10 cents per square foot

2. All other Use Groups (commercial)

New construction & additions	$60.00 plus 25 cents per sq. ft. of GFA*
Alterations	$60.00 plus 1.25% of construction costs
Swimming Pools (in ground)	$500.00
Demolition	$40.00 plus .85% of demolition costs

*GFA = Gross floor area is defined as the total square footage of all floors within the perimeter of the outside walls, including finished basements and attics with floor to ceiling heights of 6'6" or more.

** Construction cost shall be total bid minus electrical, mechanical, plumbing and finishes.

B. **Construction Document Review:**

International Building Code Occupancy Classification	Fee
"B," "E," "M," "R-1," "R-2," "R-4," Townhouses	Up to and including 15,000 sq. ft. = $.13/sq. ft. Greater than 15,000 sq. ft. = $1,950 plus $.08/ sq. ft.
"A," "I," & "H"	Up to and including 12,000 sq. ft. = $.15/sq. ft. Greater than 10,000 sq. ft. = $1,500 plus $.10/sq. ft.
"F," "S" & "U"	Up to and including 12,000 sq. ft. = $.10/sq. ft. Greater than 20,000 sq. ft. = $1,200 plus $.07/sq. ft.
Minimum Fee:	$400.00
Single Family Dwellings	$125.00

C. **HVAC Permits (all buildings except one & two family)**

Based on installation costs

First $1,000.00 or fraction thereof	$40.00
Each additional $1,000.00 or fraction thereof	$10.00
Minimum fee:	$40.00

D. **Act 12 of 2004 – Minimum Surcharge Fee**

In accordance with Act 13 of 2004, as amended, the Township hereby imposes an additional fee of Four Dollars ($4.00) upon each building permit applicant for the purpose of payment to the Pennsylvania Department of Community and Economic Development.

E. **Application and Procedures:**

1. **By whom application is made:** Application for a permit shall be made by the owner or lessee of the building or structure; or agent of either, or by the registered design professional employed in connection with the proposed work. If the application is made by a person other than the owner in fee, it shall be accompanied by an affidavit of the agent or design professional that the applicant is authorized to make such application. The full names and addresses of the owner, lessee, applicant and the responsible officers, if the owner or lessee is a corporate body, shall be stated in the application.

2. **Description of Work:** The application shall contain a general description of the proposed work, the location of the proposed work, the occupancy of all parts of the building or structure and of all portions of the site or lot not covered by the building or structure, provisions for special inspections required by the Building Code, such additional information as required by the Code Official.

3. **Construction Documents:** The application for permit shall be accompanied not less than two (2) sets of construction documents. The Code Official or his designee is permitted to waive the requirements for filing construction documents when the scope of is of a minor nature. When the quality of the materials is essential for conformity to the International Building Code, specific information shall be given to establish such quality and this code shall not be cited, or the term "legal" or its equivalent used as a substitute for specific information.

4. **Site Plan:** The application for permit shall be accompanied by a site plan showing to scale the size and location of all new construction and all existing structures of the site, distances from lot lines, the established street grades and the propose finished grades; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show all construction to be demolished and the location and size of all existing structures and construction that are to remain on the site or plot.

5. **Engineering Details:** The code official shall require to be filed adequate details of structural, mechanical and electrical work, including computations, stress diagrams and other essential

technical data. All construction documents and engineering computations shall bear the date issued as well as the signature and seal of the registered design professional responsible for the design as required by the International Building Code.

6. **Amendments to application:** Subject to the limitations on Section (7) hereof, amendments to plan, application or other records accompanying the same shall be filed at any time before completion of the work for which the permit is sought or issued. Such amendments shall be deemed part of the original application and shall be filed within. Additional fees may apply.

7. **Time limitations of application:** An application for a permit for any proposed work shall be deemed to have been abandoned six months after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the code official shall grant one or more extensions of time for additional periods not exceeding ninety (90) days each if there is reasonable cause.

II. ELECTRICAL INSPECTION AND PERMIT FEES:

FEE SCHEDULE

(Other than Residential)
All switches, luminaries and receptacles to be counted as outlets

ROUGH WIRE INSPECTION	
1 to 25 Outlets	$27.00
For each additional 10 outlets or fraction thereof	$ 6.00
FINISH INSPECTION	
1 to 25 Outlets	$ 27.00
For each additional 10 outlets or fraction thereof	$ 6.00
EQUIPMENT – APPLIANCES	
Outlet for single unit of 15K.w. or less	$ 24.00
Each additional outlet of 15K.w. or less	$ 9.00
MOTORS, GENERATORS, TRANSFORMERS CENTRAL HEATING, DUCT HEATERS, AIR CONDITIONING, ELECTRIC FURNACES AND WELDERS	
Fractional HP, KW or KVA to 1 HP, KW or KVA	$ 13.00
1 HP, KW or KVA to 3 HP, KW or KVA, each	$ 15.00
4 HP, KW or KVA to 7 HP, KW or KVA, each	$ 22.00
7 ½ HP, KW or KVA to 29 HP, KW or KVA, each	$ 27.00
30 HP, KW or KVA to 49 HP, KW or KVA, each	$ 43.00
50 HP, KW or KVA to 74 HP, KW or KVA, each	$ 54.00
75 HP, KW or KVA to 199 HP, KW or KVA, each	$108.00
200 HP, KW or KVA to 500 HP, KW or KVA, each	$215.00
Over 500 HP, KW or KVA, each	$270.00
Over 600 Volts – Add $100.00 per category	
FEEDERS OR SUB-PANELS	
Not over 200 AMP	$ 25.00
Over 200 AMP to 400 AMP	$ 35.00
Over 400 AMP to 600 AMP	$ 45.00
Over 600 AMP to 1600 AMP	$100.00
Over 1600 AMP	$135.00
Over 600 Volts – Add $100.00 per category	
MODULAR AND MOBILE HOMES	
Modular Homes – Service and Outlets	$ 75.00
Mobile Homes – Service including feeder/receptacle	$ 60.00
Feeder or Power Cord only	$ 55.00

SERVICE – METER EQUIPMENT UP TO 600 VOLTS

Not over 150 AMP	$ 50.00
Over 150 AMP to 200 AMP	$ 55.00
Over 200 AMP to 400 AMP	$ 75.00
Over 400 AMP to 600 AMP	$ 95.00
Over 600 AMP to 1200 AMP	$200.00
Over 1200 AMP to 1600 AMP	$225.00
Over 1600 AMP to 2000 AMP	$275.00
Over 2000 AMP to 3000 AMP	$325.00
Over 300 AMP	$400.00

Ground Fault Protected Services – Add $75.00
Over 600 Volts – Add $100.00 per category
Services Exceeding 1 Meter - $10.00 per meter

PRIMARY TRANSFORMERS, VAULTS ENCLOSURES, SUB-STATIONS	
Not over 200 KVA	$200.00
Over 200 KVA to 500 KVA	$250.00
Over 500 KVA to 1000 KVA	$300.00
Over 1000 KVA	$350.00
SIGNALING SYSTEMS	
Burglar Alarms, Fire Alarms, Fire Suppression Alarms Smoke Detectors, Telemetering (Telephones or CATV outlets are each separate systems)	
For the system and first 15 devices	$ 55.00
Each added 10 devices or fraction thereof	$ 6.00
SIGNS (Incandescent, Fluorescent & Neon)	
First Sign (per occupancy)	$ 55.00
Each additional sign (per occupancy)	$ 9.00
OUTLINE LIGHTING	
First Transformer	$ 55.00
Each additional transformer	$ 9.00
SWIMMING POOLS	
Bonding	$ 60.00
Equipment/Wiring (Residential only)	$ 65.00
Commercial – By fee schedule	

RESIDENTIAL FEES

Flat Rate Schedule*

Single Family Dwelling – Not over 200 AMP Service	$125.00
2 Family Dwelling Units – Not over 200 AMP Service	$150.00
Over 2 Family Dwelling – First 2 Units (Each)	$ 70.00
Each Additional Unit	$ 40.00
Townhouses – Each	$ 60.00
Alterations and additions (service and 25 outlets or less)	$100.00

*Add Service Equipment
Single Family Dwellings with over 200 AMP Service apply Flat Rate Schedule plus Equipment, Appliances and motor Schedule.

Dwelling with a Spa, Hot Tub, Hydromassage Tub, Sauna, etc.
Apply Flat Rate Schedule plus $25.00 for each item

III. ZONING FEES

A. **Applications for Appeal to the Zoning Hearing Board**

1. A fee of $500.00 shall be paid by all persons for each appeal to the Zoning Hearing Board plus the cost of administrative overhead connected with the hearing. Legal expenses of the Zoning Hearing Board, expenses for engineering, architectural or other technical consultants or expert witness costs are specifically excluded by the Pennsylvania Municipalities Planning Code 617.3(e).

2. Exceptions. No fee shall be required for a hearing before the Zoning Hearing Board pertaining to special exceptions in connection with lots falling within the classification described in the Codified Book of Ordinances Section 173-22(E).

3. The fee for an applicant requiring a hearing for Special Exception for the purpose of operating a no-impact home-based business shall be $300.00. If the applicant qualifies under the no-impact home-based business ordinance, the application will be referred to the Zoning Hearing Board for review. If the applicant does not qualify for Zoning Hearing Board review, $250.00 will be returned to the applicant forthwith.

4. Fees are payable at the time an appeal is filed.

B. **Sign Permits**:

1. Billboards and outdoor advertising structures:

Application Fee:	$500.00
Annual Inspection Fee	$100.00

2. All other types of permitted signs except political signs:

Application Fee: $250.00*

* The applicant is responsible for the Township's cost of professional consultants required as a result of the sign permit application.

3. Political Signs:

a. Deposit required at the time of application shall be a flat fee of one hundred dollars ($100.00).

b. The amount of the deposit to be returned to the permit holder upon the removal of all temporary signs within seven (7) days following the election shall be Seventy-five dollars ($75.00).

4. Replacement of Existing Sign Face

Application Fee: $ 50.00

Replacement of an existing sign face shall not include any expansion or change to the existing sign except as to the face of said sign. Any sign application that includes a change in the height, width, illumination or other variable associated with a sign shall not qualify for this permit fee.

5. Temporary Banner Signs

Application Fee:	$25.00 - 1st 30 days
	$ 5.00 – Each additional 30 days

C. **Zoning Certificate Fees:**

1. Zoning Certificates are required for construction of permanent accessory structures (i.e., sheds, fences and detached garages) which no longer require a building permit in accordance with the Uniform Construction Code.

2. Zoning Certificate fees are as follows:

Residential	$35.00
Commercial	$50.00
Industrial	$75.00

D. **Fees for Application for Planned Residential Developments under Provisions of Codified Book of Ordinances Section 173-84(B).**

1. Initial fee upon presentation of request or tentative plan - $930.00

2. Includes a $250.00 fee attributable to administrative supervision and $680.00 to engineering and legal fees. Any unused portion of the $680.00 in engineering and legal expense to be returned to the applicant if the tentative plan is rejected.

3. In addition to the initial fee, payment as billed monthly thereafter of the actual engineering, planning consultant and legal fees billed to the Township for work connected with the proposed application.

E. **Application for Conditional Zoning Use or Application for Amendment to Zoning Ordinance Under Provisions of Codified Book of Ordinances Section 173.**

1. Initial fee upon presentation of request or tentative plan: $930.00

   a. Above includes $250.00 fee attributable to administrative supervision and $680.00 to engineering and legal fees. Any unused portion of the $680.00 engineering and legal expense to be returned to the applicant if the tentative plan is rejected.

   b. In addition to the initial fee, payment as billed monthly thereafter of the actual engineering, planning consultant and legal fees billed to the Township for work connected with the proposed application.

IV. <u>SUBDIVISION AND LAND DEVELOPMENT</u>:

A. **Plan Filing Fee** – fees to be submitted with subdivision application:

1. Minor Subdivision: $500.00

2. Major Subdivision: $500.00 plus $100.00 per lot.

B. **Land Development without Subdivision** - fees to be submitted with application:

1. $500.00 plus $100.00 per acre or fraction thereof

C. Advertising and Stenographer Fees:

1. Actual advertising charges, if any.

2. One-half (1/2) of stenographer's fee, if any.

D. **Combined Filing** – when applications are filed for combined review of grading under Codified Book of Ordinances Section 148 and 94, fees paid pursuant to either Ordinance shall be credited to fees due under either Ordinance.

E. **Plan Review and Inspection Fees** - All applicants shall reimburse the Township for all customary and ordinary charges by the Township's engineer or professional consultants. If the services of an engineer or consultant other than the Township's engineer are used, the customary fees of such engineer or consultant shall apply.

F. **Accounting and Preliminary Review** – Subsequent to action on the preliminary plan by the Board of Commissioners, the developer shall be provided with an accounting for all fees paid by the developer and fees charged by the Township's professional consultants and engineers. In the event the fees due the Township exceed the fees paid, the developer shall pay the balance due on or before the date of submission of the Final Plan.

G. **Accounting after Final Review** – Upon approval of the Final Plan by the Board of Commissioners, the developer shall be provided with an accounting of fees paid and fees due. In the event total fees paid

by the developer exceed total fees due to the Township, the excess shall be forthwith refunded to the developer; or the developer shall forthwith pay any balance due.

H. **Improvement Inspection Fee** – Inspection fees as provided by Section 148-42 of the Township Codified Book of Ordinances shall be estimated by the Township Engineer and advanced by the developer prior to commencement of construction of improvements.

I. **Recreational Contributions** - Recreational contributions shall be paid pursuant to Section 148-29.

1. Each developer of a subdivision or development which includes residential dwelling units shall, as a condition precedent to final plan approval, pay to the township, in lieu of dedication of land suitable for park and recreation purposes, the sum of five hundred dollars ($500.00) per dwelling unit.

2. The fees shall be used only for the purpose of providing park or recreational facilities accessible to the development.

V. OTHER CONSTRUCTION / BUILDING RELATED FEES:

A. **Occupancy Inspection Fees**:

1. One and two family residential inspections: $50.00

2. Multi-family (3 or more units) residential inspections: $20.00 per unit

3. Simultaneous Inspections: $50.00 for first unit, $33.00 each additional unit.

4. Re-inspection fee (after two inspections) $35.00

5. Commercial inspections: $100.00

B. **Fees for Grading Permits**:

1. $161.00 per week of grading operations payable in advance based upon the total number of weeks of work as estimated by the contractor and approved by the Engineer.

C. **Sewer Tap-In Fee**:

1. $186.00 per unit as defined in the Codified Book of Ordinances Section 131.

2. $151.00 of this fee is payable to the Combined Sewer Fund as a Tap-in Fee. $35.00 of this fee is paid by the applicant to Allegheny County.

D. **Driveway permits under provision of Codified Book of Ordinances Section 79-3**

1. If no consultant review is required, fee is $620.00.

2. If a consultant review is required, fee is $800.00 plus actual cost of review over $1,000.00.

3. If an appeal is made, the fee in addition to fees in Items No. 1 and 2 is $620.00 plus the cost of a stenographer, plus all other costs over $620.00.

4. Base fees are payable in advance.

E. **Engineering review and inspection on large building projects:**

1. A plan review and inspection by the Township Engineer shall be required for application for permits to construct or structurally alter the following types of buildings:

Multiple occupancy
Commercial
Industrial

2. A preliminary fee in the amount of $620.00 shall be charged for this service payable upon submission of plans for review. In the event that the cost to the Township of the review is less than the fee paid, the balance will be refunded. Should the charges exceed the amount of the

preliminary fee paid, the fee shall be the full amount charged and the applicant shall pay the difference before the permit is issued.

VI. PUBLIC UTILITY AND STREET OPENINGS.

A. **Fees for Street Opening Permits under provision of the Codified Book of Ordinances Section 173-27**

1. Fee for individual excavation or curb cut: $10.00

2. Fee for lineal foot of excavation: $00.25 per foot

B. **Fees for Placement, Maintenance and Surface of Public Utility Facilities under Provisions of the Codified Book of Ordinances Section 161-2:**

1. Individual opening for pole or similar structure: $ 12.50

2. Placement of a surface mounted transformer or similar facility: $434.00

VII. ADMINISTRATIVE SERVICES:

A. **Charges for Documents.**

1. Copy of Land Development and Subdivision Book: $20.00

2. Copy of Zoning Ordinance Booklet $25.00

3. Per page fee: $ 0.25

B. **Preparation of No-Lien Letters:** $15.00

C. **Processing of checks with insufficient funds (NSF)** $25.00

D. **Municipal Building Rental/Use**

1. Any Township resident, either as an individual, or as an authorized representative of a group, desiring the use of the facility must complete and sign an application form.

   a. The party signing the application is personally responsible for the enforcement of these regulations and is expected to be on the premises during the rental period.

   b. By signing the application agreement, the applicant acknowledges receipt of the rules, which have been completely read and understood.

   c. Violations of any of the rules and regulations may terminate the agreement and end the rental.

   d. The filing of an application does not constitute approval. The application must be reviewed by the appropriate Township official and if approved, a permit will be issued.

   e. The Township reserves the right to reject an application or cancel approval at any time.

2. The rental includes the use of the auditorium, kitchen facility and rest rooms only. Movement throughout the remainder of the building is strictly prohibited.

3. Rental is available seven days a week, from the hours of 7:00 A.M. to 11:00 P.M., depending upon prior commitments.

4. The minimum rental is two hours. The hourly rental rate for use of the Municipal Building shall be $25.00.

5. Upon signing the rental agreement, all applicants must make a security deposit of $100.00 per event and pay the rental fee.

6. Ongoing rentals may pay the first month's rental fee and subsequent charges must be paid on a monthly basis no later than the first business day of the month.

7. An exemption from payment of any fees will be granted to youth organizations, civic groups, senior citizen groups and public service organizations that are based in Wilkins Township. Exemptions will also be made for governmental agencies using the facility.

8. An inspection of the facility should be done by the applicant before the start of the rental. Any damage found must be reported to the custodian prior to use. Refund of security deposit shall be made only after an inspection of the facility by a representative of Wilkins Township.

9. If the applicant cancels, the rental fee will be forfeited unless the Township receives written notification at least thirty days prior to the scheduled event.

10. This facility is used for meeting of the governing body and these meeting will take precedence over any rentals. In rare instances, it may be necessary to cancel a rental in order to hold a special meeting. In these instances, all fees will be returned to the applicant.

11. General Rules and Regulations:

    a. No smoking or chewing tobacco is permitted in the building at any time.
    b. No gambling is permitted.
    c. All rooms must be returned to the same setup as was in place prior to the rental
    d. No use of the municipal sound system is permitted.
    e. No alcoholic beverages are permitted.
    f. Adjustments in heating or cooling levels may only be made by the custodian.
    g. All exits must remain clear at all times.
    h. Room capacities/occupancies must be observed.
    i. The use of any open flame, candles, incense, smoke machines, sparklers, etc., are prohibited.
    j. Interior party decorations, crepe paper, signs, posters, etc., may only be attached to walls in a manner that causes no holes, marks or leaves any remnants.
    k. No signs or decorations are permitted on the exterior of the building or grounds.
    l. No speakers or sound systems are permitted outside the auditorium.
    m. If tables are used, they must be covered (no exceptions). Any tables and chairs used must be cleaned after use.
    n. The kitchen facility, floor and all appliances must be cleaned.
    o. The auditorium, including floors and walls must be left clean.
    p. All bathrooms and floors must be left clean.
    q. The use of the piano is not permitted without prior approval by the Township.
    r. Any trash left on the grounds or parking lot must be cleaned up and removed.
    s. Parking is permitted in the front lot only. No parking on the grass is permitted.
    t. Building must be empty by 11:00 p.m.
    u. Mops, brooms, bucket and trash bags will be available.
    v. All trash must be placed in bags provided and placed in front of the outside auditorium doors.
    w. Any cleanup, repairs, or touchup painting costs will be deducted from the security deposit. Costs will include a $25.00 per hour labor charge plus materials.
    x. No loitering outside the building after 11:00 p.m. is permitted.
    y. Under the conditions of the application/permit the Township of Wilkins does not assume responsibility for accidents that may occur on the premises, for the loss of personal valuables while individuals or groups are in attendance at a function, or for items in storage or left on the premises.

VIII. <u>FEES FOR POLICE DEPARTMENT SERVICES:</u>

A. **Vending Permits** under Provisions of Codified Book of Ordinances Section 121-7.

Application Fee:	$ 6.25
Fee per person/per day	$ 2.50
Per person/per month	$25.00
Per person/per year	$75.00

B. Reimbursement from Woodland Hills School District – **Special Police Services**

Township will bill the School District monthly for fifty percent (50%) of wages, FICA and Medicare, social security, unemployment compensation, workers compensation and uniform allowance

C. Service charge for **Traffic Accident, Theft and Similar Reports**

Fifteen dollars ($15.00).

D. **Reimbursement for use of Police Officers** by School District and Fire Companies

Users will be invoiced for the cost of wages plus overhead to cover fringe benefits as determined from time to time by the Township Manager.

E. Permit to use or transport **explosive materials**: $500.00 (Subsection J of Section 82.4 or Article II of Chapter 82 of the Code)

F. **Animal Control Ordinance.** The fees payable under Article II, Subsection 65-24 of the Wilkins Township Code (Animal Control Ordinance) are hereby set as follows:

1. Pet Shops: $200.00 annually payable on January 2nd each year or on the date of the first application for a permit.

2. All other applicants for permits: $100.00 annually payable on January 2nd of each year or on the date of the first application for a permit.

G. **Alarm System Ordinance.**

1. The users' fee under Wilkins Township Codified Book of Ordinances Section 61-8 for an alarm system permit shall be:

   a) For single family residence: $12.00
   b) For multiple family residences, commercial, industrial and manufacturing uses: $12.00
   c) The late charge penalty shall be ten percent (10%) of the initial fee per year for each calendar year, or part thereof.
   d) The user fee shall be originally payable at the time of registration or application for a permit and thereafter shall be paid on or before the 31st day of January each year.
   e) The fee for a new applicant will be calculated by multiplying the number of months remaining in the current year by one dollar ($1.00).

2. False alarm fines (Section 61-10 of Township Code)

Number of False Alarm Calls per Year	**Fine**
3	No charge
4	$ 50.00
5	$ 60.00
6	$ 70.00
7	$ 80.00
8	$ 90.00
9-15	$100.00
15 and over	$200.00

H. **Mechanical Device / Amusement License Fees**

1. Regular schedule. The regular schedule is applicable to mechanical, electrical or electronic devices, music boxes or video devices which are installed or offered to the general public or a selected number thereof for a price upon the premises of an establishment which is open to the general public to do any type of business for a period of six (6) months or more out of a license year.

2. Seasonal schedule. The seasonal schedule shall be applicable to any mechanical, electrical or electronic devices, music boxes or video devices which are installed or offered to the general public or a selected number thereof for an established price upon the premises which are open to the general public for any type of business for a period of time of less than six (6) months out of a license year.

3. The license fees heretofore mentions shall not be prorated but shall remain the same for the whole or any portion of any one (1) year. The test of which fee is applicable is not the length of time the aforesaid device may be upon the premises, but the length of time the business establishment is open to the general public for any type of business during the license year.

4. Licenses shall expire at midnight on December 31 of each year.

5. Licensees shall obtain new licenses for each device subject to a license fee and pay the required fee on or before January 31 of each year following a license expiration, as follows:

a)	Juke Box:	$100.00
b)	Pin Ball:	$200.00
c)	Video Game:	$200.00
d)	Pool Table:	$200.00
e)	Pull Tab:	$200.00
f)	Other:	$200.00

IX. FEES FOR DEPARTMENT OF PUBLIC WORKS SERVICES:

A. **Rental of equipment** to the Boroughs of Chalfant, Forest Hills, Turtle Creek and the Woodland Hills School District and for emergency accident cleanup. User shall be billed at an hourly rate of sixty percent (60%) comparable private rate plus operators wages and overhead. A tabular listing of fees shall be determined annually by the Township Manager.

B. **Rental of Township Ball fields:** Field use permit fee per four (4) hour day is $100.00. Wilkins Township Baseball Leagues are exempt from the fee.

C. **Rental of Township Parks and Recreation Services:**

1. The picnic facilities in the various park pavilions are provided for use by families, local businesses, and organizations. Picnic facilities are not to be provided to groups, unless the group has made previous reservation for the site, including the time of arrival and departure. The individual or group must have a permit in its possession signed by a Department Official.

2. The possession and consumption of alcoholic beverages will be permitted inside the pavilion and picnic shelter in the parks. Prior to transporting alcoholic beverages into a park pavilion or shelter, a permit identifying the group reserving the shelter must be obtained and be in the permittee's possession at the time of consumption.

3. All park pavilions and shelters.
   a) Single Date Usage - $50.00 per date.
   b) Clean up Deposit - $50.00 per date.

4. Fifty Dollars of the clean up deposit shall be refundable if the picnic grounds and toilet facility are found to be free of debris, with trash either removed from the site or placed in the trash can provided. All permit holders should supply own plastic bags for clean up. If the Township personnel spend time cleaning an area, other than emptying trash cans that time shall be deducted from the remaining Fifty Dollar deposit and the balance, if any, returned to the applicant.

5. No permit fee shall be returned unless the Department of Parks and Recreation received request of cancellation of the permit at least thirty (30) days prior to the date of the permit. In the event of an emergency, the Manager reserves the right of decision. Weather is not considered due cause for cancellation.

6. Alcohol consumption permits are strictly issued under the provision of the applicable Ordinance.

7. No permit fee shall be required from non-profit corporations, volunteer firemen, veteran associations, church organizations, Boy Scouts, Girl Scouts and entities similar to those listed above, provided the entity is registered as headquartered in the Township of Wilkins.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13TH day of July, 2009.

ATTEST:

Rebecca Bradley, Secretary

TOWNSHIP OF WILKINS

William G. Wilson, Chairman

TOWNSHIP OF WILKINS

RESOLUTION NO. 10-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Economic Development in the amount of $32,341 (paving) and $283,850 (demolition) under the Federal Housing and Community Development Act as amended.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, does hereby formally request a grant from the Department of Economic Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Amanda Settelmaier, Turtle Creek Valley Council of Governments, as the official to file all applications, documents, and forms between the Turtle Creek Valley Council of Governments and the Allegheny County Department of Economic Development.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of July, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 11-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, JOINING ICLEI AS A FULL MEMBER.

WHEREAS, scientific consensus has developed that carbon dioxide (CO_2) and other greenhouse gases released into the atmosphere have a profound effect on the Earth's climate; and

WHEREAS, the 2007 Fourth Assessment Report from the Intergovernmental Panel on Climate Change (IPCC) states that it is very likely that most of the observed increases in globally averaged temperatures since the mid-20th century are due to human-induce greenhouse gas emissions; and

WHEREAS, in 2006 the U.S. National Climatic Data Center confirmed clear evidence of human influences on climate due to changes in greenhouse gases; and

WHEREAS, the U.S. Conference of Mayors endorsed the 2005 U.S. Mayors' Climate Protection Agreement initiated by Seattle Mayor Nickels and signed by more than 900 mayors in the United States as of March 2009; and

WHEREAS, the Urban Environmental Accords adopted by local government delegates during UN World Environment Day 2005 call for reduced emissions through energy efficiency, land use and transportation planning, waste reduction and wiser energy management; and

WHEREAS, in 2003 the American Geophysical Union adopted a Statement noting that human activities are increasingly altering the Earth's climate and that natural influences cannot explain the rapid increase in near-surface temperatures observed during the second half of the 20th century; and

WHEREAS, in 2001, at the request of the Administration, the National Academy of Sciences (NAS) reviewed and declared global warming a real problem likely due to human activities; and

WHEREAS, the 2000 U.S. Global Change Research Program's (USGCRP) First National Assessment indicated that global warming has begun; and

WHEREAS, 162 countries including the United States pledged under the United Nations Framework Convention on Climate Change to reduce their greenhouse gas emissions; and

WHEREAS, energy consumption, specifically the burning of fossil fuels, accounts for more than 80% of U.S. greenhouse gas emissions; and

WHEREAS, local government actions taken to reduce greenhouse gas emissions and increase energy efficiency provide multiple local benefits by decreasing air pollution, creating jobs, reducing energy expenditures, and saving money for the local government, its businesses, and its residents; and

WHEREAS, ICLEI – Local Governments for Sustainability is a membership association of local governments committed to advancing climate protection and sustainable development;

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania, will join ICLEI as a Full Member and pledges to take a leadership role in promoting public awareness about the causes and impacts of climate change.

NOW THEREFORE BE IT FURTHER RESOLVED that the Township of Wilkins will undertake ICLEI's five milestones to reduce both greenhouse gas and air pollution emissions throughout the community, and specifically:

- Conduct a greenhouse gas emissions inventory and forecast to determine the source and quantity of greenhouse gas emissions in the jurisdiction;
- Establish a greenhouse gas emissions reduction target;
- Develop an action plan with both existing and future actions which when implemented will meet the local greenhouse gas reduction target;
- Implement the action plan; and
- Monitor and report progress; and

BE IT FINALLY RESOLVED, that the Township of Wilkins requests assistance from ICLEI as it progresses through these milestones.

RESOLVED AND ADOPTED this 10th day of August, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 12-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A RIGHT-OF-ENTRY AND RELEASE AGREEMENT BETWEEN THE COUNTY OF ALLEGHENY AND THE TOWNSHIP OF WILKINS FOR THE PURPOSE OF RESTORING THOMPSON RUN TO THE CONDITIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS TURTLE CREEK FLOOD PROTECTION PROJECT.

WHEREAS, the County of Allegheny Department of Public Works, in cooperation with the U.S. Army Corps of Engineers is responsible for maintaining the Turtle Creek Local Flood Protection Project; and

WHEREAS, this project sustained damages due to flooding on June 17, 2009; and

WHEREAS, the United States Army Corps of Engineers (USACE) desires to repair the damages, as authorized under public law 84-99; and

WHEREAS, lot/block numbers 454-L-226 and 454-L-228, located on Railroad Street along Thompson Run, a tributary of Turtle Creek, have been determined to be within the project boundaries; and

WHEREAS, Allegheny County requires a temporary Right-of Entry and Release to be executed by the Township of Wilkins to permit the use of the Township's property to perform the work described.

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania authorizes the execution of a Right-of-Entry and Release Agreement attached hereto and made a part hereof for the purpose of repairing damages to the Turtle Creek Local Flood Protection Project.

RESOLVED AND ADOPTED this 10th day of August, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 13-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A RIGHT-OF-ENTRY AGREEMENT BETWEEN THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF ABANDONED MINE RECLAMATION AND THE TOWNSHIP OF WILKINS FOR THE PURPOSE OF A SUBSURFACE DRILLING INVESTIGATION

WHEREAS, the United States Department of the Interior, Office of Surface Mining has entered into a cooperative agreement with or provided a federal grant to the Commonwealth of Pennsylvania, Department of Environmental Protection ("the Government") to perform the activity described herein pursuant to the authority granted in Title IV of the "Surface Mining Control and Reclamation Act of 1977," P.L. 95-87, 30 U.S.C. §1231 et seq.; and the Act of January 19, 1968, P.L. 996, as amended, known as the "Land and Water Conservation and Reclamation Act" (32 P.S. 5101 et seq.); and

WHEREAS, pursuant to such authority, the Government desires to undertake certain activity on property located in Wilkins Township, Allegheny County, Pennsylvania, which involves a subsurface drilling investigation and more fully described on the Exhibit entitled "Job Description" attached hereto and made a part hereof for all purposes; and

WHEREAS, the Township of Wilkins (the "Owner") is the record owner of a fee interest in the surface of the property contained within the red lines on the map attached hereto as an Exhibit and made a part hereof for all purposes (the "Property"); and

WHEREAS, the Government has requested, and the Owner is willing to grant the Government, a right of entry into, under, over and upon the Property to conduct the activity described in the attached Job Description and to do all things necessary or convenient to effectively carry on such activity.

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania authorizes the execution of a Right-of-Entry and Release Agreement attached hereto and made a part hereof for the purpose of a subsurface drilling investigation on Mortimer and Highland Avenues.

RESOLVED AND ADOPTED this 10th day of August, 2009.

TOWNSHIP OF WILKINS

By: William G. Wilson
William G. Wilson
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION #14-2009

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS DECLARING THEIR INTENT TO FOLLOW THE SCHEDULES AND PROCEDURES FOR RETENTION AND DISPOSITION OF RECORDS AS SET FORTH IN THE MUNICIPAL RECORDS MANUAL APPROVED ON DECEMBER 16, 2008

WHEREAS, a Local Government Records Committee was created by Act 428 of 1968 and empowered thereby to make rules and regulations for records disposition; and

WHEREAS, the Municipal Records Manual was approved by said Committee on December 16, 2008; and

WHEREAS, the Board of Commissioners of the Township of Wilkins desires to retain and dispose of records according to statutory requirements.

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

Section 1. The Board of Commissioners of the Township of Wilkins hereby intends to follow the schedules and procedures for disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008.

Section 2. Any resolution or part of a resolution in conflict herewith is hereby repealed.

RESOLVED this 14th day of September, 2009 by the Board of Commissioners of the Township of Wilkins

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

William G. Wilson, President

RETENTION AND DISPOSITION SCHEDULE FOR RECORDS OF PENNSYLVANIA MUNICIPAL GOVERNMENTS

SECTION 1: PROCEDURES AND STANDARDS

General Provisions and Procedures for the Destruction or Transfer of Municipal Records
Audit Requirements, Federal and State Statutes and Administrative Regulations
Policy and Guidelines for the Management of Electronic Records Including Electronic Mail (E-Mail) Systems
Standards for Microfilming Municipal Records
Digital Imaging Policy and Guidelines

SECTION 2: RECORDS RETENTION AND DISPOSITION SCHEDULES

ADMINISTRATIVE AND LEGAL RECORDS **(AL)**
EMERGENCY SERVICES RECORDS **(ES)**
FINANCIAL AND PURCHASING RECORDS **(FP)**
FIRE RECORDS **(FR)**
INFORMATION TECHNOLOGY **(IT)**
LIBRARY RECORDS **(LY)**
PARKS AND RECREATION RECORDS **(PR)**
PAYROLL RECORDS **(PL)**
PERSONNEL RECORDS **(PS)**
PLANNING AND ZONING/CODE ENFORCEMENT RECORDS **(PZ)**
POLICE RECORDS **(PO)**
PUBLIC HEALTH RECORDS **(PH)**
PUBLIC WORKS/ENGINEERING RECORDS **(PW)**
TAX COLLECTION AND ASSESSMENT RECORDS **(TA)**
WASTE MANAGEMENT AND SEWAGE DISPOSAL RECORDS **(WM)**
WATER QUALITY, SUPPLY AND DISTRIBUTION RECORDS **(WQ)**

SECTION 3: APPENDICES

Appendix A...Municipal Records Act
Appendix B...Example of Resolution Indicating Intent to follow Municipal Records Schedule
Appendix C...Example of Disposition Resolution for Destruction of Specific Records
Appendix D...Municipal Records Disposal Certification Request Form
Appendix E...Using the Index, Index to Municipal Records

RETENTION AND DISPOSITION SCHEDULE FOR RECORDS OF

PENNSYLVANIA MUNICIPALITIES

GENERAL PROVISIONS

DEFINITIONS

The following words and terms, when used in this chapter, shall have the following meanings:

ACT - The Municipal Records Act of January 18, 1968 (P.L. 961, No. 428). (See Appendix A)

COMMISSION - The Pennsylvania Historical and Museum Commission.

COMMITTEE - The Local Government Records Committee.

STATE ARCHIVES - The Commission's Bureau of Archives and History.

PURPOSE

This schedule is issued to inform municipal officials in cities of the third class, boroughs, incorporated towns, townships of the first and second classes, including any municipal corporations as described in this paragraph which have adopted a home rule charter, and any municipal authority created by any of these municipalities of the opportunity to legally dispose of records in accordance with the provisions of the Records Retention and Disposition Schedule approved by the Local Government Records Committee.

THE PROGRAM

An effective records management program can reduce storage and retrieval costs and increase productivity. Recognition of the need for a workable local records management program in Pennsylvania led to the passage of the Municipal Records Act of 1968, and the creation of the Commonwealth's Local Government Records Committee. The Committee's primary responsibility is to develop records retention and disposition schedules for each municipal office. Municipal officers are authorized by the Municipal Records Act to dispose of records in accordance with schedules and guidelines that have been approved by the Committee. It is to be understood that the schedules authorize and recommend, but do not require the disposal of records after the expiration of approved retention periods.

Under the Municipal Records Act, the Pennsylvania Historical and Museum Commission is designated as the agency responsible for administering the program of the Local Government Records Committee. The Commission works through its Bureau of Archives and History (State Archives) in carrying out these records functions. The Archives seek and utilize the assistance of state and municipal officials and others knowledgeable in this area to guide it in setting standards for the retention and disposition of municipal records. It is believed that the establishment of records disposition procedures for the use of municipal officials will help ensure the preservation of records of permanent value and encourage the destruction of non-essential records.

MUNICIPAL RECORDS

The Municipal Records Act defines "public records" as "any papers, books, maps, photographs or other documentary materials, regardless of physical form or characteristics, made or received by an entity under law or in connection with the exercise of its powers and the discharge of its duties." Retention periods listed on the Municipal Records Schedule apply to information in all forms and formats. The fact that information is created and stored electronically or on microfilm rather than on paper has no bearing on its retention status. All information included under the definition of a municipal record may be disposed of in accordance with the Municipal Records Act and disposition procedures approved by the Local Government Records Committee.

Historically valuable public records are public property and should remain in public custody. Such records should be maintained in a municipally operated archives/records center. If a municipality cannot adequately care for its own historical records, provisions may be made to transfer select inactive records of historical value to the State Archives in accordance with the State Administrative Code.

Records are scheduled for permanent retention by municipal governments, either in the original or microfilm form, if they have continuing administrative and legal value. Such records are also historically valuable. However, the fact that records are not scheduled for permanent retention does not necessarily mean they do not have any historical value or that the State Archives would not be interested in accessioning some of these records.

For example, since relatively few early records have survived to the present, some records are historically valuable merely because of their age. Questions regarding the possible historical value of local public records should be referred to the Commission's Bureau of Archives and History (State Archives).

PROCEDURES FOR THE DESTRUCTION OR TRANSFER OF MUNICIPAL RECORDS

Records may be destroyed or transferred in conformance with the provisions of Sections 1386 and 1388 of the Municipal Records Act. According to Section 1387, a municipal official who disposes of public records in accordance with the provisions of the Municipal Records Act shall not be held liable on his/her official bond or in the way for damages for loss or in any other manner, civil or criminal, because of the disposition of public records pursuant to the provisions of this act.

These sections require a municipality to:

(a) Declare its intent to follow the Municipal Records Schedule by municipal ordinance or resolution. This is basically a one time requirement. **However, if the schedule is revised or updated, the municipality should go on record again by ordinance or resolution and specifically identify the new schedule so there is no confusion about which retention periods to follow.** (See Appendix B)

(b) Approve each individual act of disposition by resolution of its governing body. The records custodian should identify the records he/she wants to destroy and have the governing body of the

municipality concur with these requests for destruction by means of a resolution. For example, if a municipal official wants to destroy ten boxes of canceled checks in accordance with schedule guidelines, the governing body must give its approval. The same is true if two years later he/she wants to destroy another ten boxes of canceled checks. (See Appendix C).

(c) When a municipality wishes to destroy non-permanent records listed on the schedule, only subparagraphs (a) and (b) above must be followed. The Commission does not have to be notified of such action. **Microfilm or electronic record copies may be substituted for non-permanent records unless otherwise noted in the schedule. All copies must meet appropriate standards approved by the Local Government Records Committee.**

(d) In the following instances, in addition to complying with subparagraphs (a) and (b) above, receive written consent from the Commission by submitting a Records Disposal Certification Request in duplicate to the Commission's Bureau of Archives and History (see Appendix D). Please take note that if the disposal request involves compliance with retention requirements promulgated by an administering/funding/licensing agency, a copy of the appropriate rule should be included with the disposal form.

Submit Disposal Forms:

(i) Before destroying or transferring original, permanently valuable records which have been photographed, microphotographed or microfilmed. **Microfilm copies may be substituted for permanently valuable records unless otherwise noted in the schedule. Microfilm substituted for permanently valuable records must meet the standards approved by the Local Government Records Committee.**

Requests to dispose of original records scheduled for permanent retention must be accompanied by appropriate microfilm quality inspection report forms (MCIR-1) relating to the disposal request. These forms are available from the Bureau of Archives and History.

(ii) Before destroying or transferring **records not listed on the schedule or records created prior to 1910.**

AUDIT REQUIREMENTS, FEDERAL AND STATE STATUTES/ADMINISTRATIVE REGULATIONS AND RECORDS INVOLVED IN LITIGATION

Records subject to audit must be retained for the periods listed in the schedule and must be audited and all findings resolved before such records may be destroyed. Applicable Federal and State statutes and administrative regulations may necessitate retaining records for a longer period of time than indicated in the schedule. Information on specific program regulations should be obtained from the appropriate administering/funding/licensing agency. Conversely, such statutes and regulations may permit a shorter retention than indicated in the schedule. In those instances please contact the State Archives before disposing of records.

Records involved in any litigation must be retained until final disposition of the case even if they have met the minimum retention requirements.

POLICY AND GUIDELINES FOR THE MANAGEMENT OF ELECTRONIC RECORDS INCLUDING ELECTRONIC MAIL (E-MAIL) SYSTEMS

1. Purpose

Establish and clarify a records management policy for municipal officers with respect to the creation, use, maintenance, scheduling and disposition of electronic records including those created on e-mail systems.

2. Objectives

2.1 To ensure the efficient administration and management of electronic records and the preservation of those having long-term or permanent value.

2.2 To help ensure the accuracy, usability, longevity and legal acceptance of electronic records maintained by municipal offices.

2.3 To ensure the accessibility of electronic records in conformance with schedules approved by the Local Government Records Committee.

3. Scope

Applies to all municipal officers covered by the Municipal Records Act.

4. Definitions

Analog: Information in human readable form. It may be a duplicate, enlarged or reduced in size from the original.

AIIM: The Association for Information and Image Management, a standards setting body affiliated with the American National Standards Institute (ANSI), which is the principal developer of standards for microform and information storage technologies involving images.

ANSI: The American National Standards Institute, a private standards organization in the United States which coordinates the development and maintenance of various industry standards.

Binary Digit (bit): represents the binary code (0 or 1) with which the computer works. A number of bits together are used to represent a character in the computer.

Computer-Output Microfilm (COM): Microforms containing data produced by a recorder from computer-generated signals.

Converting Electronic Records: The export or import of electronic records from one software to another without the loss of structure, content and context even though the underlying bit stream pattern or code is likely to be altered.

Copying Electronic Records: The transfer of records from old storage media to new storage media with the same format specifications without any loss in structure, content and context. In copying electronic records, the underlying bit stream pattern or code on one storage medium is replicated on a new storage medium.

Data: Symbols or representations of facts or ideas that can be communicated, interpreted, or processed by manual or automated means. Often associated with electronic data or with statistics or measurements.

Data Base: A set of data, consisting of at least one file or a group of integrated files, usually stored in one location and made available to several users at the same time for various applications.

Density: The number of bits in a single linear track measured per unit of length of the recording medium.

Disposition of Records: The changing of custody, location or existence of records including destruction.

Electronic: Relating to technology having electronic, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Electronic Mail (e-mail) Messages: Documents that are created, stored and delivered in an electronic format. E-mail messages and their attachments are similar to other forms of communicated messages such as correspondence, memoranda, and circular letters. E-mail messages also contain features commonly associated with traditional records systems, including calendars, directories, distribution lists, and attachments such as word processing documents, spreadsheets, or images that are incorporated into an e-mail message.

Electronic Mail (e-mail) System: A system that enables users to compose, transmit, receive, and manage text and/or graphic electronic messages and images across local area networks and through gateways connecting other networks. This information consists primarily of messages, but may include attachments such as calendars, directories, distribution lists, word processing documents, spreadsheets, and other electronic documents.

Electronic Record: A record created, generated, sent, communicated, received or stored by electronic means, including numeric, graphic, and text information recorded on any medium capable of being read by a computer which satisfies the definition of a record as defined in the Municipal Records Act.

Human Readable Format: Refers to the representation of information that can be read with the human eye and does not require machine (computer) assistance. Printed material, microfilm and microfiche are examples of human readable format.

Image: (1) A representation of information produced by light/radiant energy. (2) In electronic imaging, a digital representation of a document.

Information: Data and documents that have been given value through analysis, interpretation or compilation in a meaningful form.

Information System: The organized collection, processing, transmission and dissemination of information in accordance with defined procedures, whether automated or manual.

Magnetic Media: Variety of magnetically coated materials used by computers in electronic systems for data and program storage. This includes, but is not limited to: computer tapes, disks, diskettes and other electronic storage devices containing records.

Microfilm: (1) A fine-grain, high-resolution film used to record images reduced in size from the original. (2) A microform consisting of strips of film on rolls that contain multiple microimages. (3) To record microphotographs on film.

Microform: A form, usually film that contains microimages.

Migrating Electronic Records: Involves moving records from a currently used system or platform to a new one. Usually programs must be written and significant staff time must be allocated to accomplish a successful migration. High priority must

be given to assuring that all records are migrated and meet applicable standards.

Official Record Copy: A single copy of a record designated as the official record of a government transaction retained by its custodian in accordance with the appropriate records schedule.

Offline: Logically or physically disconnected from the computer. For example a reel of tape is offline storage.

Pixel: Smallest element of a display surface that can be independently assigned color or intensity.

Raster Computer Output Microfilm (R-COM): Device that produces microforms from any computer-managed pixel image storage device.

Receipt Data: Information in e-mail systems regarding date and time of receipt of a message and/or acknowledgment of receipt or access by addressee(s).

Record-keeping System: A system (manual or electronic) for organizing and identifying records to speed their retrieval, use and disposition and to provide adequate documentation of the municipality's functions and business transactions.

Records, Permanent: Records appraised by the Local Government Records Committee as having sufficient historical, administrative or legal value to warrant continued preservation.

Records, Vital: Records regardless of archival value that are essential to functions of government during and after an emergency. Also those records essential to protect the rights and interests of that organization and of the individuals for whose rights and interests it has responsibility.

Records Management System: Organized collection of hardware, software, supplies, people, maintenance, training and policies to accomplish a set of specific functions.

Records Retention and Disposition Schedules: A comprehensive statement approved by the Local Government Records Committee showing retention periods and all actions to be taken with the respect to disposition of records.

Transmission Data: Information in e-mail systems regarding the identification of sender and addressee(s), and the date and time messages were sent.

5. Policy

5.1 Electronic records may be disposed of only in accordance with schedules approved by the Local Government Records Committee.

5.2 Permanent records are those records which have been scheduled for permanent retention either in the original or microform copy by the Local Government Records Committee or by applicable statute and regulation. Long-term records are any records that need to be retained for more than ten years.

5.3 Municipal officers are responsible for making provisions to retain either paper copies of permanently valuable electronic records, or making archival security microform copies to serve as a substitute. Archival security microform copies must be created and maintained in conformance with applicable standards approved by the Local Government Records Committee.

5.4 In those instances where an electronic record is the original medium for records scheduled for permanent retention, such as the

official recording of minutes, provisions must be made to provide paper copies of such records or to create archival security microfilm copies of the records. Provisions shall be made to protect permanently valuable databases such as indexes by converting the information to paper copy or archival security microfilm when the databases are moved offline. The use of raster computer output microfilm meeting appropriate standards is acceptable as the security copy (see ANSI/AIIM MS48).

5.5 Offices that receive and use confidential information, as defined by applicable laws, shall take appropriate measures to maintain the confidentiality of the records in order to protect the privacy of individuals, employees, taxpayers, clients or service recipients.

5.6 Municipal officers do not have to make provisions to retain non-permanent records in electronic format in a human readable form. However, municipal officers are strongly encouraged to consider the advantages of generating a microform copy of certain nonpermanent electronic records if they are of sufficient vital importance or when reformatting provides a more cost effective approach to the long-term maintenance of the records.

5.7 All records, whether created or stored on electronic systems must be retrievable and available for the retention period listed on records retention and disposition schedules approved by the Local Government Records Committee.

5.8 Municipal officers shall retain and dispose of e-mail messages and attachments that meet the definition of records in conformance with retention schedules approved by the Local Government Records Committee. E-mail messages and attachments that do not meet the definition of records and are not subject to litigation and other legal proceedings should be deleted immediately after they are read.

5.9 Records may be deleted from an e-mail system if their required retention period has expired or after they have been copied to a records keeping system. Records may be maintained on a manual or electronic record-keeping system. Records shall include transmission or receipt data.

5.10 When duplicate copies of e-mail messages are sent internally, the sender should be responsible for maintaining the official record copy for the full applicable retention period. Duplicate copies should be retained as long as they have administrative value and then deleted from the system.

5.11 E-mail messaging systems may be used as a document storage or records management system. Storing e-mail messages within an E-mail system including personal folders can be sufficient to meet required retention and disposition schedules, as long as adequate and appropriate backup procedures are in place. Electronic messages with retention periods that are permanent or which may be considered vital, shall be printed.

5.12 All copyright laws apply equally to e-mail (including attachments) or other electronic systems. Protection of copyrights requires the user to make to the greatest degree possible, a determination of authorship of any data utilized.

5.13 If a municipal government ceases to maintain the hardware and software necessary to satisfy the conditions of the policy and guidelines, records that are contained in the system will be deemed destroyed by the municipal government unless the existing records are converted to a human readable format or a format compatible with an electronic system that the municipality implements or continues to maintain.

5.14 The implementation and use of an electronic records-keeping system should not limit or hinder public access to public records.

6. Procedures

6.1 Municipal officers must maintain proper, up-to-date technical and system documentation for each information system that produces, uses, or stores electronic records. Minimum documentation required is: a narrative description of the system; physical and technical characteristics of the records; and any other technical information needed to read or process the records.

6.1.1 A municipal officer who maintains government records on electronic records-keeping systems must provide for the usability of image and index data over time by:

6.1.1a Providing a method for all authorized users of the system to retrieve desired records.

6.1.1b Provide an appropriate level of security to ensure integrity of the records.

6.1.1c Provide a standard interchange format when necessary to permit the exchange of records on electronic media using different software/operating systems and allow for the conversion or migration of records from one system to another.

6.1.1d Provide for the disposition of the records according to retention requirements approved by the Local Government Records Committee.

6.1.1e Establish procedures for regular copying, reformatting, and other necessary maintenance to ensure the retention and usability of electronic records throughout their required retention period.

6.1.1f Similar security precautions required of paper records must be employed when destroying or reusing electronic media that contain privacy-protected or confidential information. Electronic storage media containing such information must be electronically wiped clean or physically destroyed in such a manner that the information cannot be reconstructed.

6.2 Before a record that will serve as the official copy is created and maintained on electronic systems, records must be identified sufficiently to enable authorized personnel to retrieve, protect, and carry out the disposition of records in the system. Municipal officers should ensure that records maintained in such systems can be correlated with related records on paper, microfilm, or other media.

6.3 Municipal governments that do not have the technical capability to manage e-mail messages for the full retention period in an electronic format shall create an analog copy (paper or microfilm). In addition to the content, the following information shall also be retained: name of sender, name of recipient, date and time of transmission and/or receipt. Records printed from e-mail systems shall be filed in accordance with standard office procedures.

6.4 Municipal governments shall establish standards/procedures to manage the storage of records on e-mail and shall not rely on e-mail server backup procedures to manage the retention and disposition of records created in e-mail systems.

7. Legal Admissibility of Electronic Records

To enhance legal admissibility of records in electronic format and help ensure municipal records may be used as evidence in court proceedings, trustworthiness must be established by thoroughly documenting the record-keeping system's operation and the controls imposed on it. To implement procedures to enhance the legal admissibility of electronic records, municipal officers should:

7.1 Document that similar kinds of records generated and stored electronically are

created by the same processes each time and have a standardized retrieval approach.

7.2 Substantiate that security procedures prevent unauthorized addition, modification or deletion of a record and ensure system protection against such problems as power interruptions.

7.3 Identify the electronic media on which records are stored throughout their lifecycle and the maximum time span that records must remain on each storage medium in order to comply with minimum retention periods as cited in the Municipal Records Manual.

7.4 Coordinate all of the above with legal counsel, information managers, and records management staff.

8. Security of Electronic Records

Municipal officers shall implement and maintain an effective records security program that incorporates the following to:

8.1 Ensure that only authorized personnel have access to electronic records.

8.2 Provide for backup and recovery of records to protect against information loss. Documented disaster recovery plans and procedures shall be established for all electronic records systems. Disaster recovery plans and procedures should be reviewed and updated at least annually.

8.3 Ensure that municipal personnel are trained to safeguard sensitive or classified electronic information.

8.4 Minimize the risk of unauthorized alteration or erasure of electronic records.

8.5 Ensure that electronic records security is included in a computer systems security plan.

9. Selection and Maintenance of Electronic Records Storage Media

Municipal officers shall select appropriate media and systems for storing records throughout their life which meet the following requirements:

9.1 Specific requirements in selecting storage media.

9.1.1 Permit easy retrieval in a timely fashion.

9.1.2 Retain the records in a usable format for the length of their required retention period.

9.1.3 When appropriate, meet requirements for transferring electronic records to the State Archives.

9.2 The following factors shall be considered before selecting a storage media or when converting from one medium to another:

9.2.1 The required retention period of the records.

9.2.2 The maintenance necessary to retain the records in that format.

9.2.3 The costs of storing and retrieving the records maintained in that format.

9.2.4 The density of the record.

9.2.5 The access time necessary to retrieve stored records.

9.2.6 The portability of the medium (selecting a medium that will run on equipment produced by multiple manufacturers) and the ability to transfer information from one medium

to another as well as the flexibility of the software to be migrated into a different medium if desirable or necessary.

9.2.7 Compliance of the storage medium with current industry and/or Federal standards if applicable.

9.3 Municipal officers shall ensure that all authorized users can identify and retrieve information stored on removable disks or tapes by establishing or by adopting procedures for external labeling as well as procedures for computer library subsystems for storage media identification.

9.4 Municipal officers shall ensure that information is not lost because of changing technology or deterioration by converting storage media to provide compatibility with the municipality's current hardware and software. Before conversion to a different medium, municipal officers shall determine that the authorized dispositions of the electronic records can be implemented after conversion.

9.5 Municipal officers should back up electronic records on a regular basis to safeguard against the loss of information due to equipment malfunctions or human error. Duplicate copies of permanent records should be maintained in separate buildings. All security copies of vital electronic records, regardless of retention period, should be stored in a separate building.

9.6 For the maintenance of magnetic computer medium, municipal officers shall follow industry and national standards for safeguarding information.

For additional information, contact:

Pennsylvania Historical and Museum Commission
Bureau of Archives and History
350 North Street Harrisburg, PA 17120-0090
RA-LocalGovernment @state.pa.us or
(717) 783-9874 or (717) 787-3913

Association for Information and Image Management
1100 Wayne Ave, Suite 1100
Silver Spring, MD 20910
(301) 587-8202

STANDARDS FOR MICROFILMING MUNICIPAL RECORDS

1. Authority

The standards were adopted by the Local Government Records Committee in accordance with the Municipal Records Act.

2. Purpose

The standards are designed to help ensure the accuracy, usability, longevity and legal acceptance of microforms generated by municipal offices.

3. Scope

The standards relate to the filming, processing, inspection, handling and storage of microform copies, of records created by municipal offices covered by the Municipal Records Act. They must be included as part of the requirements in all microfilm service contracts. With minor exceptions, these standards are in strict conformance with American National Standards Institute (ANSI) and Association for Information and Image Management (AIIM) standards and practices. Raster Output Microforms are covered by the standards. Color films are not covered by the standards.

4. Definitions

AIIM. Acronym for Association for Information and Image Management. AIIM was founded in 1943 as the National Microfilm Association and later became the Association for Information and Image Management. AIIM is an ANSI (American National Standards Institute) accredited standards development organization. AIIM also holds the Secretariat for the ISO (International Organization for Standardization) committee focused on information management compliance issues.

ANSI. Acronym for the American National Standards Institute. ANSI is comprised of government agencies, organizations, companies, academic and international bodies, and individuals.

Aperture card: (1) A card with a rectangular opening(s) specifically prepared for the mounting or insertion of microfilm. (2) A processable card of standard dimensions into which microfilm frames can be inserted.

Archival quality: The ability of a processed print or film to permanently retain its original characteristics. The ability to resist deterioration.

Base: Transparent plastic material, usually of cellulose triacetate or polyester, upon which a photographic emulsion or other material may be coated.

Camera microfilm: First generation microfilm; also called the master film.

Computer-Output Microfilm (COM): Microforms containing data produced by a recorder from computer-generated electrical signals.

Dense (Density): (1) The light-absorbing or light-reflecting characteristics of a photographic image. (2) The relation of amount of text to non-text areas on a document.

Dots per inch (dpi): Measure of output device resolution and quality, e.g., number of pixels per inch on display device. Measures the number of dots horizontally and vertically.

Duplicate: (1) A copy of a microform made by contact printing or by optical means. (2) To make multiple copies of a document or

microfilm, usually with the aid of the master film or intermediate copies.

Emulsion: A single- or multi-layered coating consisting of light-sensitive materials in a medium carried as a thin layer on a film base.

Exposure: (1) The act of exposing a sensitive material to light/radiant energy. (2) The time during which a sensitized material is subjected to the action of radiation. (3) The product of radiation intensity and the time during which it acts on the photosensitive material.

Generation: One of the successive stages of photographic reproduction. The first generation is the camera film. Copies made from this first generation are second generation, etc.

Image: (1) A representation of information produced by light/radiant energy. (2) In electronic imaging, digital representation of a document.

ISO. Acronym for the International Organization for Standardization. ISO is the world's largest developer and publisher of International Standards. ISO is a network of the national standards institutes of 157 countries. ISO is a non-governmental organization that forms a bridge between the public and private sectors.

Jacket: A flat, transparent, plastic carrier with single or multiple film channels made to hold single or multiple microfilm images.

Master film: Any film, but generally the camera microfilm, used to produce further reproductions, such as intermediates or distribution copies.

Methylene blue: A chemical dye formed during the testing of archival permanence of processed microimages using the methylene-blue method.

Microfiche: A transparent sheet of film with microimages arranged in a grid pattern.

Microfilm: (1) A fine-grain, high-resolution film used to record images reduced in size from the original. (2) A microform consisting of strips of film on rolls that contain multiple microimages. (3) To record microphotographs on film.

Microform: A form, usually film, which contains microimages.

NAPM: Acronym for National Association of Photographic Manufacturers, Inc. Trade and technical information organization of photographic products manufacturers and suppliers. Also a standards developer for the fields of photography and optics both domestically and internationally. Standards secretariat and developer for ANSI/NAPM IT (Imaging Technologies) committees, ISO TC42-Photography and ISO TC172-Optics and optical instruments.

Negative-appearing image: An image in which the lines and characters appear light against a dark background.

NIST: Acronym for National Institute for Standards and Technology. Formerly known as the National Bureau of Standards (NBS), founded in 1901, NIST is a non-regulatory federal agency within the U.S. Department of Commerce.

Planetary camera: A type of microfilm camera in which the document being photographed and the film remain in a stationary position during the exposure. The document is on a plane surface at the time of filming. Also known as a flatbed camera.

Polyester: A transparent plastic made from polyesters and used as a film base because of its dimensional stability, strength, resistance to tearing and relative nonflammability.

Positive-appearing image: An image in which the lines and characters appear dark against a light background.

Processing: A series of steps involved in the treatment of exposed photographic material to make the latent image visible and ultimately usable, e.g., development, fixing, washing, drying.

Raster: Description of a rectangular or square array formed by a number of horizontal scan lines comprising a number of picture elements. The number of scan lines establishes the vertical dimension of the array and the number of picture elements forms vertical rows which establish the horizontal dimension of the array.

Raster COM (R-COM): Device that produces microforms from any computer-managed pixel image storage device.

Records, Permanent: Records which have been scheduled for permanent retention by the Local Government Records Committee or by applicable statute or regulation.

Records, Vital: Records, regardless of archival value, which are essential to functions of government during and after an emergency. Also, those records essential to the protection of the rights and interests of that organization and of the individuals for whose rights and interests it has responsibility.

Reduction ratio: The relationship (ratio) between the dimensions of the original or master and the corresponding dimensions of the microimage; e.g., reduction ratio is expressed as 1:24.

Residual thiosulfate ion: Ammonium or sodium thiosulfate (hypo) remaining in film or paper after washing. Synonymous with residual hypo.

Resolution: The ability of a photographic system to record fine detail.

Roll microfilm: Microfilm that is or can be put on a reel, spool or core.

Rotary camera: A type of microfilm camera that photographs documents while they are being moved by some form of transport mechanism. The document transport mechanism is connected to a film-transport mechanism, and the film also moves during exposure so there is no difference in the rate of relative movement between the film and the image of the document.

Safety film: A comparatively nonflammable film support (base) that meets ANSI requirements for safety film.

Silver film: A photographic film containing photosensitive silver compounds suspended in a suitable material. When developed, the image consists of metallic silver.

Silver halide: A compound of silver and one of the following elements known as halogens: chlorine, bromine, iodine, and fluorine.

Splice: A joint made by cementing, taping or welding (heat splice) two pieces of film or paper together so they will function as a single piece when passing through a camera, processing machine, viewer or other apparatus.

Target: (1) Any document or chart containing identification information, coding or test charts. (2) An aid to technical or bibliographic control that is photographed on the film preceding or following the document.

5. General Provisions

When a microform copy is to serve as or in place of the original record or is to serve as a security copy of the original record, the following general standards shall apply:

5.1 Microimages, including the generation intended for use by office staff or the general public, shall contain all of the recorded information shown on the originals and shall be able to serve the purpose for which the original records were created or maintained. Microimages shall be free of obstructions, shadows or glare which impair the legibility of a document.

5.2 Microimages of the records shall be arranged, identified and indexed so that any individual document or component of the records can be located with reasonable ease.

6. Creation of Archival Security Microfilm Copies of Permanent Records

6.1 All municipal records custodians engaged in, or contracting for, the microfilming of permanent records shall provide for the creation of an archival security microfilm copy of such records.

6.2 Permanent records are those records which have been scheduled for permanent retention either in the original or microfilm copy by the Local Government Records Committee or by applicable statute and regulation.

6.3 An archival security microfilm copy is a copy which is created, used, inspected and stored in conformance with standards for archival security microfilm.

6.4 The original camera film (Master Negative) of records scheduled for permanent retention shall never be used for reference purposes and should normally be designated as the archival security microfilm copy. Silver-gelatin duplicate negatives or silver-gelatin duplicate positives that meet appropriate standards may serve as the security copy if necessary. If the original camera film is to be jacketed or cut for aperture cards, an uncut duplicate roll of silver halide film that meets the appropriate standards for security film shall be made and designated as the official security copy. Records custodians employing systems that do not produce an original silver-gelatin microfilm which meets permanency standards shall make a silver-gelatin duplicate negative or silver-gelatin duplicate positive which does meet these standards.

7. Film Stock, Processing and Quality Standards for Archival Security Microfilm Copies of Permanent Records

7.1 **Film:** Stock Safety Photographic film as specified in NAPM IT9.1-1996 and ISO 18906:2000 having a maximum life expectancy (LE) rating of 500.

7.2 **Density:** Background densities of negative-appearing archival security microfilm copies shall, where possible, be between .9 and 1.2. In certain instances, some poor-contrast documents may require lower densities in order to make the entire image legible and reproducible as mentioned in ANSI/AIIM MS23-2004, *Standard Recommended Practice- Production, Inspection, and Quality Assurance of First-Generation, Silver Microforms of Documents*. Densities of raster COM microforms should be adequate and uniform; all information must be reproduced accurately and completely so that its use will not be impaired. Raster COM microforms must meet all appropriate density standards. Background density on positive appearing negative camera film shall not exceed 0.35. The density of silver duplicate positives designated as the security copy shall be between 0.04 and 0.20 where possible. Background density of Computer Output Silver Gelatin (1N) Microfilm (full reversal processing) shall, where possible, be between 1.5-1.8 (1.8 preferred).

7.3 **Base-plus-Fog Density:** The base-plus-fog density of unexposed, processed, clear-based film shall not exceed 0.10. When a

tinted-base film is used, the density will increase by 0.10 or 0.20 which must be added to the 0.10 value. The use of tinted, high fog base films is not recommended.

7.4 Resolution: A minimum resolution of 90 lines per millimeter shall be obtained regardless of reduction ratio used or the type of camera used, and the 4.0 pattern shall be resolved. In cases where raster COM microforms are reproduced, measurement of resolution and quality of raster COM film is determined in dots per inch. Raster COM microforms must meet all appropriate resolution standards. A paper print made from the third generation microfilm copy should be able to serve the same purpose for which the original records were created.

7.5 Residual Thiosulfate: Residual Thiosulfate ion concentration must be greater than zero but shall not exceed 0.014 grams per square meter in a clear area in accordance with NAPM IT9.1-1996.

8. Identification, Technical, and Declaratory Targets for Roll Microfilm

8.1 All roll microfilm shall include targets which adequately identify the records and targets needed to check for compliance with resolution requirements. A blank, white sheet of paper shall be photographed at the beginning of each roll to test the uniformity of the illumination and the cleanliness of the camera's optical system. Resolution test targets shall be filmed near the beginning and end of each roll. Targets used shall be AIIM X303 or an equivalent for planetary cameras; or AIIM X113 or the equivalent for rotary cameras. Do not use photostatic or electrostatic copies of resolution charts. Identification targets shall state the name of the municipality and office; name and title of the records custodian responsible for the records at the time of filming; reduction ratio; and record series title, dates, and such volumes or serial numbers needed to clearly identify the records. Each roll shall end with a declaration by the camera operator. The declaration shall include the operator's signature, date the declaration was filmed, and restatement of records filmed. **Retakes and retake targets should normally be spliced onto the beginning of the roll in which the errors occurred, preceding the start target. The use of intelligent/blip encoded microfilm may necessitate the use of different retake procedures.**

8.2 Filming sequence should be:

1) Blank white sheet of paper
2) Start target
3) Roll number target
4) Resolution test target
5) Reduction ratio target
6) Agency and record series identification target(s)
7) If applicable, "continued from preceding roll" target--instances where volume is filmed on more than one roll
8) The text
9) If end of book, film "end of volume" target-if not end of volume, but end of roll coming, film "continued on next roll" target
10) If end of roll, film the declaration by the camera operator, the resolution target, and the "end of roll" target
11) Raster COM microforms should also contain a target stating the name of the conversion vendor; and a target indicating the dots inch (dpi) at which the conversion was done, in addition to proper identification targets (no resolution or scanner target should be overlaid on the microform)

9. Splices

Splicing of archival security microfilm rolls should be avoided, but if splicing is necessary, care should be taken to keep the number of splices to a maximum four per roll. Ultrasonic

splicing meets standards for polyester base film.

10. Quality Control Practices and Procedures

10.1 Procedures to be followed in establishing and operating a microfilm program should conform to appropriate recommendations contained in ANSI/AIIM MS23-2004, *Standard Recommended Practice- Production, Inspection, and Quality Assurance of First-Generation, Silver Microforms of Documents.* Each camera negative shall be checked for proper identification targets, density, resolution and visual defects.

10.2 The ability of archival security microfilm copies of permanent records to serve as a substitute for the original records shall be adequately confirmed and documented. Quality control logs for such film shall be maintained to document adherence to standards. At a minimum, such logs should verify the following:

10.2.1 The images are legible and can serve the purposes for which the original records were created or maintained.

10.2.2 Roll film contains all required identification, technical and declaratory targets.

10.2.3 Density readings were taken on a blank white sheet of paper at the beginning of the roll, and, at a minimum, on the background of document images at the beginning, middle, and end of each roll.

10.2.4 A Base-plus-Fog Density Reading (Dmin) for each roll.

10.2.5 The number of the pattern resolved from a reading of the resolution test chart and the reduction ratio on each roll.

10.2.6 Methylene Blue tests are being done on a regular basis. Testing should be done by an outside laboratory at a minimum on a monthly basis. Appropriate sample strips must be inspected within fourteen days after processing. Certificates from the laboratory, documenting that the microfilm passed the methylene blue test, should be maintained along with the logs. The certificates should include the name of the agency whose film was processed, processing date, date of methylene blue test, test results, processor used and the signature of the person who did the test.

11. Formats and Headings for Unitized Microfilm Systems (aperture cards, microfiche and jacketed film)

Unitized microfilm systems records should be designed and administered so that the resulting microfilm file is an accurate representation of the original records. Any indexes, registers, or other finding aids should be microfilmed and located in a readily identifiable place within the collection of microfilmed records. Formats for microfiche should conform to ANSI/AIIM MS5-1992. The data on heading or title areas on all microforms should be legible without magnification. The data should conform to ANSI/AIIM MS19-1993.

12. Computer Output Silver Gelatin (1N) Microfilm Procedures

COM programs should conform to standards set down in ANSI/AIIM MS1-1996. Density of Computer-Output Microfilm should be between 1.5 and 1.8 (Full Reversal).

13. Storage Conditions for Archival Security Microfilm Copies of Permanent Records

The security copy shall be stored and inspected in conformance with ISO 5466:1996, ISO 18902:2001, and ANSI/AIIM MS45.

13.1 Maximum temperature should not exceed 21 degrees Celsius (69.8 degrees Fahrenheit) with a variation of no more than three degrees Celsius (five degrees Fahrenheit) within a 24-hour period. Relative humidity should be kept within 20 percent to 30 percent. Cycling of relative humidity should be no greater than plus or minus five percent over a 24-hour period.

13.2 Air-conditioning with filtration system shall be utilized to remove gaseous impurities.

13.3 Facility shall provide protection from fire, theft and natural disaster.

13.4 The security microfilm copy shall be maintained in a separate building from the user copy.

13.5 Film shall be stored in closed containers made of an inert material such as plastic, acid-free paper, or nonferrous metals. Cores or reels shall be noncorroding such as plastic compounds or nonferrous metals. Rubber bands shall not be used to fasten film onto reels or cores.

13.6 Security copy shall not be stored with non-silver film.

13.7 As appropriate, a sampling of randomly selected microforms shall be inspected in conformance with ANSI/AIIM MS45.
For each inspection period, a different lot shall be chosen allowing some overlap to note changes in previously inspected film.

14. Security Copies of Vital and Long-Term Records

14.1 The security microfilm copy of long-term records shall be created and stored in conformance with standards for archival security microfilm copies of permanent records. The following sections are applicable to long-term records: Sections 5, 6, 7, 8, 9, 10, 11, 12 and 13.

14.2 Long-term records are any records that need to be maintained for more than ten years either in the original or microfilm copy. Security microfilm copies of vital records should be stored where appropriate in conformance with standards for long-term and permanent records. All security microfilm copies of vital records, regardless of retention periods, should be stored in a separate building from the user copy.

15. Short-Term Records

15.1 Short-term records are defined as records that require retention for ten years or less as indicated in the Municipal Records Manual. Silver halide or other films are acceptable as the camera film. Film shall be processed in accordance with applicable ANSI/AIIM standards for their particular film types. The following sections are applicable to short-term records: Sections 5, 7.2, 7.3, 7.4, 8, and 10.1.

16. Reference Copies of Microforms

The standards relating to the film stock, processing, use and storage of archival security microfilm copies of permanent records do not apply to reference, user or additional duplicate copies. These copies may be on film types other than silver-halide, safety base film and should be processed in accordance with applicable ANSI/AIIM standards for their particular film types.

For additional information, contact:

Pennsylvania Historical and Museum Commission
Bureau of Archives and History
350 North Street
Harrisburg, PA 17120-0090
RA-LocalGovernment@state.pa.us or
(717) 783-9874 or (717) 787-3913

POLICY AND GUIDELINES FOR THE RETENTION AND DISPOSITION OF ORIGINAL MUNICIPAL RECORDS COPIED ONTO OPTICAL IMAGING AND DATA STORAGE SYSTEMS

1. Purpose

Establish and clarify a records management policy for municipal officers with respect to the retention and ultimate disposition of original records copied onto optical imaging and data storage systems and to records stored on optical disks in order to enable officers to incorporate information retention and retrieval considerations at the earliest possible time into their plans to acquire optical imaging and data storage systems.

2. Objectives

2.1 To integrate records maintained on optical disks into municipal records management programs.

2.2 To provide information needed by municipal officers to properly evaluate the effect of optical imaging and data storage systems on their operations.

2.3 To ensure that information stored on optical imaging and data storage systems will be accessible in conformance with records retention and disposition schedules and procedures approved by the Local Government Records Committee.

2.4 To reduce the risks associated with optical imaging and data storage system hardware and software obsolescence.

3. Scope

Applies to all municipal officers covered by the Municipal Records Act.

4. Definitions

AIIM: Acronym for Association for Information and Image Management, a trade association and professional society for micrographics, optical disk and electronic image management markets.

Algorithm: Mathematical formula or procedure.

ANSI: Acronym for American National Standards Institute. ANSI is a voluntary nonprofit consensus standards organization which coordinates private-sector standards activities and serves all industries and users in the United States.

Archival quality: The ability of a processed print or film to permanently retain its original characteristics, the ability to resist deterioration.

Binary: Pertaining to a system of numbers with a base of two.

Binary digit (bit): Represents the binary code (0 or 1) with which the computer works.

Bit-Map: Method of representing images by assigning an individual memory location for each picture element (pixel).

CCITT: Acronym for Consultative Committee for International Telegraph & Telephone. This group establishes international standards for telecommunications including the Group III and Group IV digital standards that cover data compression and decompression.

CD-ROM: Acronym for Compact Disk-Read Only Memory. Optical disk that is created by a mastering process and used for reading.

CD-WORM: Acronym for Compact Disk-Write Once Read Many. An optical disk that is user written and then available for reading.

Computer-Output Microfilm (COM): Microforms containing data produced by a recorder from computer-generated electrical signals.

Data: Symbols or representations of facts or ideas that can be communicated, interpreted, or processed by manual or automated means. Often associated with electronic data or with statistics or measurements.

Data Base: A set of data, consisting of a least one file or of a group of integrated files, usually stored in one location and made available to several users at the same time for various applications.

Data Base Management System: A software system used to access and retrieve data stored in a database.

Data Compression: Conversion of a digital image to a lower number of bits for storage.

Dense (Density): (1) The light-absorbing or light-reflecting characteristics of a photographic image. (2) The relation of amount of text to non-text areas on a document.

Digital: Use of binary code to record information. "Information" can be text in a binary code, e.g. ASCII, or images in bit-mapped form or sound in a sampled digital form or video.

Digitize: Process of representing images as a matrix of picture elements (pixels), where each pixel is small enough that it can be considered homogeneous and represented by a numeric value, often just 0 or 1.

Dots per inch (dpi): Measure of output device resolution and quality, e.g., number of pixels per inch on display device. Measures the number of dots horizontally and vertically.

Gray Scale: Array of adjacent neutral density areas varying by a predetermined rate or step from black to white and used to expose film to determine its sensitometric curve.

Image: (1) A representation of information produced by light/radiant energy. (2) In electronic imaging, digital representation of a document.

Image Conversion: In electronic imaging, the operation of converting a human readable image on paper or a microform to a bit-map.

Image File Headers: Analogous to a "table of contents" describing the set of scanned images stored on a disk. Data may include such items as the file size, compression formula, and image density and is used to link a user's request for an image to a specific location on the storage device.

Jukebox: Automated device for housing multiple optical disks and one or more read/write drives.

Optical Disk: Medium that will accept and retain information in the form of marks in a recording layer, that can be read with an optical beam. See also compact disk-read only memory, rewritable optical disk and write-once read-many optical disk.

Optical System: Essential and accessory optical elements designed to contribute to the formation of an image.

Pixel: Smallest element of a display surface that can be independently assigned color or intensity.

Raster: Description of a rectangular or square array formed by a number of horizontal scan lines comprising a number of picture elements. The number of scan lines establishes the

vertical dimension of the array and the number of picture elements forms vertical rows which establish the horizontal dimension of the array.

Raster-COM (R-COM): Device that produces microforms from any computer-managed pixel image storage device.

Records, Vital: Records, regardless of archival value, that are essential to functions of government during and after an emergency. Also, those records essential to the protection of the rights and interests of that organization and of the individuals for whose rights and interests it has responsibility.

Rewritable Optical Disk: Optical disk on which data is recorded. The data in specified areas can subsequently be deleted and other data can be recorded.

Scanner: Device that converts a document into binary (digital) code by detecting and measuring the intensity of light reflected from paper or transmitted through microfilm.

SCSI: Acronym for Small Computer Systems Interface – (pronounced "skuzzy"). Industry standard for connecting peripheral devices and their controllers to a microprocessor. Note: The SCSI defines both hardware and software standards for communication between a host computer and a peripheral.

System: Organized collection of hardware, software, supplies, people, maintenance, training and policies to accomplish a set of specific functions.

WORM: Acronym for Write Once Read Many. Digital optical disk on which data is recorded by the user once and can be read many times.

5. Policy

5.1 Records relating to optical imaging and storage systems, including systems documentation may be disposed of only in accordance with schedules promulgated by the Local Government Records Committee.

5.2 Permanent records are those records which have been scheduled for permanent retention either in the original or microform copy by the Local Government Records Committee or by applicable statute and regulation. Long-term records are any records that need to be retained for more than ten years either in the original or microfilm copy.

5.3 Municipal officers are responsible for making provisions to retain either the original copies of permanently valuable records or making archival security microform copies to serve as a substitute. Archival security microform copies must be created and maintained in conformance with applicable standards approved by the Local Government Records Committee.

5.4 In those instances where the optical disk is the original medium for records scheduled for permanent retention, such as the procedural or transactional recording of deeds, provisions must be made to retain paper copies of such records or to create archival security microfilm copies of the records. The preferred strategy for ensuring the creation of an archival security microfilm copy would require the retention of the original instrument or a paper copy made from the original instrument, until the film copy has been verified. The use of raster computer output microfilm meeting appropriate standards is acceptable as the security copy (see ANSI/AIIM MS48).

5.5 With certain exceptions, municipal officers will not have to make provisions to retain non-permanent records copied onto optical disks in a human-readable format. There are situations which, due to the unusually vital nature of the records or their relatively long retention period, will make it

necessary to require the retention of a human-readable copy.

6. Optical Imaging and Data Storage Guidelines

6.1 A municipal officer who purchases and operates an optical imaging and data storage system must provide for **the usability of image and index data** over time by:

6.1.1 Management: In order to maintain access to digital information stored on optical media, a municipal officer must ensure that:

6.1.1a All information retention requirements and procedures established by the Local Government Records Committee are addressed during the system planning.

6.1.1b Where possible, systems should be built from hardware and software components that conform to non-proprietary and/or commonly accepted standards, and

6.1.1c Vendors should deposit a copy of computer source code and associated documentation with the municipality for use in the event of the vendor's business failure.

6.1.2 Preservation Strategy: To ensure that records stored on optical media are preserved, a municipal officer must:

6.1.2a Maintain proper care and handling procedures for optical media by keeping a clean, dust-free environment for all equipment and prohibit eating, drinking or smoking in the area.

6.1.3 Migration Strategy: To ensure access to long-term records, a municipal officer must provide a means to:

6.1.3a Upgrade equipment as technology evolves and periodically recopy optical media as required, or

6.1.3b Recopy optical media (based upon projected longevity of the optical disk) every ten years, or

6.1.3c Transfer data from an obsolete generation of optical technology to a newly emerging generation, in some cases bypassing the generation that is mature, but at risk of becoming obsolete.

6.1.4 Image File Headers: The use of proprietary image file headers will make it difficult to ensure the long-term intelligibility of digital images when system upgrades or modifications occur, therefore a municipal officer must:

6.1.4a Require use of a non-proprietary image file header label, or

6.1.4b Require the system developer to provide a bridge to a non-proprietary image file header label, or

6.1.4c Require the system developer to supply a detailed definition of image file header label structure.

6.1.5. Error Detection and Correction: The ability to predict the point at which optical media is no longer readable is critical so that media recopying can take place. A municipal officer must:

6.1.5a Specify that the SCSI (Small Computer System Interface - the primary communications interface used in optical systems) command "Write and Verify" is used when writing data to optical media.

6.1.5b Acquire a utility program that monitors the amount of disk space used to relocate data sectors as errors are detected, and

6.1.5c Ensure through systems operations procedures that current readability is maintained through periodic copying

when the relocation table reaches 70% capacity.

6.2 Municipal officers must protect **the quality of digital images and data captured and stored by an optical imaging and data storage system,** by providing for:

6.2.1 Input Quality Control: Regular equipment maintenance is a necessary process control procedure under which optical imaging and data storage systems should operate. A municipal officer must:

6.2.1a Ensure that the optical system receives periodic maintenance,

6.2.1b Ensure that the optical drives are recalibrated annually or more frequently based upon an "hours in use" formula,

6.2.1c Ensure that quality control evaluation of each scanned image and related index data is performed prior to writing image data to optical media,

6.2.1d Evaluate the scanner quality based on standard procedures recommended in ANSI/AIIM MS44-1988 (R1993). Recommended Practice for Quality Control of Image Scanners.

6.2.2 Scanning Density: Scanning density is vital to ensure image legibility. A municipal officer must:

6.2.2a Employ a scanning density of 200 dots per inch (dpi) for office documents that contain no type fonts smaller than six (6) point,

6.2.2b Employ a higher scanning density (300 dpi or 600 dpi) as needed for engineering drawings, maps and documents with type fonts smaller than six (6) point or significant background detail, and

6.2.2c Validate the selected scanning density with actual document tests.

6.2.3 Scanner Color Spectrum: Because some digital scanners may not capture the full color spectrum - especially yellow and sepia tones - it is possible to lose significant detail in scanning a document containing certain colors. Therefore, before launching a document conversion project a municipal officer must:

6.2.3a Verify scanner capability and hardware modification requirements by conducting a test of selected documents.

6.2.4 Gray Scale: Use of the scale is necessary when scanning continuous tone photographs. A low scanning density is used in this process which would reduce the quality of other images scanned. Except in circumstances where the characteristics of the original document (i.e. shading, color) are beyond the receiving office's control, a municipal officer must:

6.2.4a Restrict the use of gray scale to continuous tone photographs except in those instances where the use of grey scale promotes readability of text documents.

6.2.5 Image Input Quality: At this time there are no objective, empirical indicators of acceptable image quality for digitally scanned images. Therefore a municipal officer must:

6.2.5a Select sample documents based upon levels of legibility (poor to excellent), organize a panel within the office to establish consensus on what settings produce the "best" image for different categories of documents, and use the settings as the operational criteria for acceptable image quality.

6.2.6 Compression Techniques: There are two broad categories of compression techniques – proprietary and standard.

Proprietary compression techniques tend to be fast and offer higher compression capabilities but the stored images might not be transportable between different systems. Standardized compression techniques, although they may not be as powerful, support image data transfer between systems that otherwise might be incompatible. There are two international standard compression techniques currently available – CCITT Group 3 and Group 4. Therefore a municipal officer must:

6.2.6a Require that digital imaging and data storage systems support the prevailing CCITT standards, but

6.2.6b If a proprietary compression technique is unavoidable, require the vendor to specify compression/decompression algorithms that ensure that no information is lost during the transmission.

6.3 Municipal officers must provide for the **continuing functionality of system components** over time by:

6.3.7 Open Systems: Open systems architecture is defined as a systems design approach that permits users to interchange system hardware components with minimal impact on the primary operating software and to upgrade the system over time without risk of data loss. A municipal officer must:

6.3.1a Require an open systems architecture for new optical media applications, or

6.3.1b Require vendors to provide a bridge to systems with non-proprietary configurations.

6.3.2 Backward Compatibility: Obsolescence of the technology is a major consideration of any imaging or data storage system design. Its impact can be minimized by requiring a backward compatibility, that is the optical imaging and data storage system is able to read and convert information written by an older generation of technology to a newer one. Therefore a municipal officer must:

6.3.2a Require system upgrades or new systems to provide backward compatibility to the existing system, or

6.3.2b When necessary, require vendors to guarantee conversion of 100 percent of extant image and index data to the new system if such a system cannot provide hardware compatibility.

6.3.3 Small Computer System Interface: The Small Computer System Interface (SCSI) is the communications interface used in many optical media systems. It is the primary mechanism that enables drives and other peripheral devices from different manufacturers to communicate with each other. However, since differences between interface standards restrict compatibility, a municipal officer must:

6.3.3a Require system manufacturers and integrators to provide complete documentation about the specific hardware and software SCSI interface used.

6.3.4 Location of Index Database: To ensure that the index information will not be lost, a municipal officer must:

6.3.4a For processing purposes, store index data on the system's mass storage device (i.e., hard drive), or

6.3.4b For fail-safe indexing, write index data for each optical disk at multiple locations on that disk.

6.3.5 Technical Documentation: To ensure that all technical information will be available, a municipal officer must:

6.3.5a Require delivery of a complete set of documentation (including source code, object code, and maintenance documentation) to the organization responsible for operation of an optical media application system, and

6.3.5b Document all aspects of the design in use, including administrative procedures for digital imaging, retrieval, and storage; technical system specifications; problems encountered over time; and measures taken to address them, including hardware and software modifications.

6.4 Municipal officers must **provide for the stability of optical media**, by:

6.4.1 Recording Performance: Write once, read many times (WORM) and rewritable optical media recording technologies each offer advantages and disadvantages. The selection of WORM or rewritable recording must be linked to the user's application requirements, available resources, and the level of standardization achieved by the optical media technologies. It is possible that accidental or intentional erasure of data stored on rewritable media could occur and this must be taken into account, particularly when the records have substantial legal, financial, or other long-term value. A municipal officer must:

6.4.1a Require the use of WORM technology for records of long-term legal, financial or archival research value, and

6.4.1b Ensure that read/write privileges are carefully controlled and that an audit trail of rewrites is maintained when rewritable technology is used.

6.4.1 Disk Substrate Composition: Optical disks are manufactured from a variety of materials. Each substrate offers advantages and disadvantages. Since all three types are likely to outlast the hardware and software components of the full system when they are properly stored, municipal officers may:

6.4.2a Use polycarbonate, tempered glass or aluminum substrates.

6.4.2 Jukebox System: A jukebox storage system is not appropriate when simultaneous, on-line access to information is required. Neither is a jukebox storage system required when the access delays and risks inherent in the manual selection, insertion and refilling of optical disks are acceptable to managers and users. Where it is important to maintain physical control of optical disks during use, a jukebox storage system may be appropriate. Therefore a municipal officer should use a jukebox only:

6.4.3a When rapid access or physical control of numerous optical disks is required, or

6.4.3b When a large volume of records is to be stored, or

6.4.3c When multiple users or networking to various offices may dictate its use.

6.4.3 Durability: Durability is defined as the shelf life before writing plus the post-write life of the optical disk. To ensure maximum usability, the municipal officer must:

6.4.4a Require the acquisition and use of optical media with a pre-write shelf life of at least five years, and

6.4.4b Require the use of optical media with a minimum of post-write life of twenty years based upon accelerated aging tests that apply to specific locations of the media surface.

6.4.4 Storage Environment. Optical media should be stored in a protected environment. Therefore a municipal officer must:

6.4.5a Store optical media in areas with stable room temperatures (65 to 75 degrees Fahrenheit) where the relative humidity does not exceed 50 percent and does not fall below 30 percent.

6.4.5b Not locate optical systems near areas of electromagnetic radiation, such as transformers, or areas of high radio frequency radiation.

6.4.5c Periodically clean optical media to remove dust and other particulates (e.g., fingerprints if media are handled).

For additional information, contact:

Pennsylvania Historical and Museum Commission
Bureau of Archives and History
350 North Street
Harrisburg, PA 17120-0090
717-783-9874 or 717-787-3913 or
RA-LocalGovernment @state.pa.us

ADMINISTRATIVE AND LEGAL RECORDS

AL-1 Administrative and Subject Files

Often referred to as Administrative Files, General Correspondence, Program Files or Subject Files. May include correspondence, reports, program forms and other records created or received in the course of administering specific programs and providing basic municipal services. Portions of the file or the complete file may contain records which summarize primary program activities and functions such as annual departmental/office reports, procedural manuals, long-term studies or comprehensive program assessment studies, series of bulletins/ newsletters and other published materials created in connection with special events or the administration of on-going programs, and correspondence documenting agency policy. Such files may also include or consist primarily of routine correspondence; replies not part of a specific subject file; communications on supply, maintenance and other internal operations matters; correspondence of a transitory nature having no value after an action is completed; and general housekeeping records. Files may include items such as technical or professional publications maintained solely for reference purposes that are not considered to be "records" under the Municipal Records Act.

(1) Records that summarize the origin and administration of major municipal policies and programs.

Retain permanently for administrative and historical purposes.

(2) Routine correspondence and program files, and housekeeping records.

Retain as long as of administrative value.

AL-2 Agendas

Includes agendas for meetings of governing bodies, boards, agencies and committees.

Retain one copy permanently if not included with minutes. **Retain** duplicate copies as long as of administrative value.

AL-3 Annexation, Consolidation and Boundary Change Records

Retain permanently for administrative, legal and historical reasons.

AL-4 Bonds, Performance and Security

Includes bonds required of employees or contractors.

Retain 6 years after expiration. **Retain** as prescribed by the retention period for contracts if bonds are part of a contract

AL-5 **Bylaws, Regulations and Rules of Order**

Retain until superseded or revoked.

AL-6 **Cemetery Records**

Includes burial/ exhumation/ removal records; lot location files; and lot ownership records.

Retain permanently for administrative, legal and historical purposes.

AL-7 **Charters and Related Records**

Retain permanently for administrative, legal and historical purposes.

AL-8 **Contract Files**

Includes advertisements, instruction to bidders, specifications, bids and proposals, bid summary and tabulation sheets, signed original contracts, instructions to bidders, leases or agreements, certified payrolls and other supporting work papers.

(1) Bids, Proposals, Price Quotations and Qualified Contractor Memoranda

If successful - **Retain** 6 years after termination of general written contracts. **Retain** records related to construction contracts 12 years after termination.

If unsuccessful - **Retain** 3 years after job completion.

(2) Contracts and Agreements

Retain general written contracts 6 years after termination. **Retain** construction contracts 12 years after termination.

AL-9 **Deeds to Municipal Property and Related Land Records**

Includes date, names of grantors and grantees, property description and location, amount of sale, conditions and terms of deed, date recorded and signature of Recorder.

Retain permanently for administrative, legal and historical purposes.

AL-10 Disaster plans for Municipal Facilities

Includes information on disaster response team, emergency procedures, records priorities, rehabilitation/recovery methods, and may include information on supplies and services as well as floor plans.

Retain until superseded or obsolete.

AL-11 Easements

Used to document the municipality's right to limited use of private property. shows date, names and signatures of parties involved, location of property and terms of agreement.

Retain permanently for administrative, legal and historical purposes.

AL-12 Election Records

(1) Certificates of Election

Retain 11 months. **Retain** Federal election records 22 months.

(2) Certifications for Referenda

Retain permanently.

(3) Notice of Nominations to be made

Retain 11 months. **Retain** Federal election records 22 months.

(4) Ethics Commission Statements of Financial Interest

Required by the State Ethics Commission. Shows name and address, office sought, occupation, names and occupations of spouse and minor dependent children, financial disclosure information and signature.

Retain 5 years.

AL-13 Executive Vetoes and Veto Messages

Retain permanently

AL-14 Grant Administration Records

Includes fiscal and program records.

Comply with retention requirements promulgated by the appropriate administering/funding/licensing agency.

AL-15 <u>Hazardous Substance Survey Forms (HSSF)</u>

Indicates hazardous substances present at workplaces and their chemical abstract service numbers, chemical names, and physical and health hazards. Required by the Pennsylvania Department of Labor and Industry, Worker and Community Right to Know Program.

Retain 30 years. If used as health and exposure record for employee involved in a specific incident, **Retain** 30 years after termination of employment.
(See **Personnel Records**, Individual Employee Medical Records).

AL-16 <u>Historic Preservation Documentation</u> **(Submitted to Pennsylvania Historical And Museum Commission)**

(1) Environmental Review Papers

Retain 8 years.

(2) Historical and Architectural Information Inventory/Survey Data

Retain permanently for administrative and historical purposes.

(3) National Register of Historic Places Documentation

Retain permanently for administrative and historical purposes.

AL-17 <u>Insurance Claims and Policies</u>

Includes policies or contracts of insurance, claims and supporting papers for liability, property and other areas of municipal operations.

Retain claims 6 years after final settlement. **Retain** policies, contracts and supporting papers 6 years after expiration, provided all claims have been settled.

AL-18 <u>Legislative Investigation Records</u>

Retain 10 years; then contact State Archives regarding historical value.

AL-19 <u>Litigation Case Files</u>

Contains papers relating to all types of cases litigated on behalf of the municipality by the solicitor.

(1) Case Files

Retain closed cases as long as of administrative and legal value. **Retain** cases of precedential value permanently.

(2) Opinions

Retain permanently for administrative and legal value.

AL-20 <u>Liquid Fuel Tax Records</u>

Usually consists of copies of vouchers and cancelled checks, bank statements, bills, correspondence with the Pennsylvania Department of Transportation regarding aid applications and other records pertaining to the use of Liquid Fuels Tax Funds.

Retain 7 years.

AL-21 <u>Mailing Lists</u>

Retain until superseded or obsolete

AL-22 <u>Master Property and Equipment/Fixed Assets Inventories</u>

Listing of all municipal-owned equipment and physical property. May include equipment lists, serial or model numbers, purchase costs, insurance records, expenditures and year purchased. "Fixed assets" involves property used for the production of goods and services, such as machinery, mineral resources, buildings etc.

Retain property and equipment inventories 5 years after superseded or obsolete. **Retain** fixed assets inventories permanently .

AL-23 <u>Material Safety Data Sheets(MSDS)</u>

Includes information supplied by manufactures on all hazardous substances in particular products used in the workplace in conformance with section 4 of Act (35P.S.7304). Indicates product identification; ingredients; fire, explosion and reactivity data; environmental and precautionary information; health hazard data; and suggested first aid. Used to comply with the U.S. Department of Labor, Occupational Health and Safety Regulations.

Retain 30 years. If used as health and exposure record for employee involved in a specific incident, **Retain** 30 years after termination of employment. (See **Personnel Records**, Individual Employee Medical Records).

AL-24 Minutes

Minutes of the Governing Board and Other Municipal Boards, Authorities and Commissions and Committees thereof. (Including but not limited to: Board of Health; Charter Commission; Civil Service Commission; Emergency Medical Services Council; Library Board; Licensing and Review Boards; Municipal Authorities such as Industrial Development, Parking, Sewer, Traffic, Transit and Water; Park and Recreation Boards; Pension Board, Planning Commission, Shade Tree Commission and Zoning Hearing Board). Includes all records accepted as part of the minutes.

Retain permanently for administrative, legal and historical purposes.

AL-25 Municipal Lien Files

Liens filed by a municipality to secure payment for taxes or other purposes.

Retain 1 year after satisfaction.

AL-26 Municipal Obligations

Relates to the financing of municipal projects through bonded indebtedness and loans. May include applications, proposals, correspondence, and the original financial instruments.

(1) Bonds and Coupons

Retain 6 years after cancellation.

(2) Bond Ledgers and Books

Retain permanently for administrative and legal purposes.

(3) Canceled Notes

Retain 6 years.

(4) Loan Files

Retain 6 years after final payment on loan.

AL-27 Municipal Records Disposal Certification Request Forms

Submitted to the Pennsylvania Historical and Museum Commission

Retain permanently for administrative, and legal purposes.

AL-28 Notices of Violation of Municipal Ordinance

Includes notice of violation, correspondence and resolution.

Retain 30 days after issue is settled or resolved.

AL-29 Oaths of Municipal Officials

Retain 6 years.

AL-30 Permits and Licenses

Business or special event license or permit issuance records covering vendors, peddlers, trash collectors, flea markets, yard sales, entertainment and recreational events, explosive license records or other local legislation and similar permit applications.

Retain 3 years after expiration of license or denial of application.

AL-31 Petitions

Retain 5 years. **Retain** permanently those resulting in an ordinance or charter change.

AL-32 Photographs

Includes photographs of municipal officials, buildings, public celebrations, etc.

Retain as long as of administrative value; then contact State Archives regarding historical value.

AL-33 Press Release

Announcing matters relating to the municipality's business or administrative operations, the release indicates date, details of the event or activity and officials involved.

Retain as long as of administrative value.

AL-34 Proclamations and Letters of Commendation

Includes official proclamations relating to municipal events and letters of commendation for employees, citizens etc.

Retain permanently for administrative and historical purposes.

AL-35 Public Meeting/Hearing Notices and Proof of Publication

Notice contains information such as meeting date, location and time. Proof of publication includes documentation verifying that proper public notice was given.

Retain 10 years

AL-36 Recycling Program Records

Retain 10 years.

AL-37 Reports

(1) Annual Municipal and Municipal Department/Board/Commission Reports.

Retain permanently for administrative, legal and historical purposes if not part of the minutes.

(2) Quarterly, Monthly and other Periodic Routine Activity Reports.

Retain as long as of administrative value.

AL-38 Real Estate Registry Records

Maps, plans, books and relating documentation showing the situation and dimensions of all property located in a municipality.

Retain permanently.

AL-39 Request for Service Records

Includes nature of request, name of respondent, and resolution.

Retain 1 year after satisfaction of request.

AL-40 Resolutions and Ordinances

Consists of resolutions and ordinances indicating date, issue or policy involved, and appropriate signatures. Relates to various aspects of municipal administration and business.

Retain permanently for administrative, legal and historical purposes.

AL-41 Roster of Officials (Submitted to The Pennsylvania Department of Transportation)

Information includes name of municipal official, title, contact information, political affiliation and term end date.

Retain permanently.

AL-42 Sales and Use Tax Exemption Certificates

Department of Revenue form includes type of expenditure, name and address of municipality, official's title and signature.

Retain 3 years from the end of the year in which the last sale or lease takes place.

AL-43 Survey of Financial Condition Forms (Submitted to Pennsylvania Department of Community and Economic Development)

Retain 3 years.

AL-44 Survey Records

Includes employee and opinion surveys, and summaries.

Retain routine surveys as long as of administrative value. **Retain** those relating to budget or charter changes permanently.

AL-45 Treasurers' Bond Certifications (Submitted to the Pennsylvania Department of Transportation)

Includes name, municipality, amount of bond, surety company, date, and signatures.

Retain 7 years.

EMERGENCY SERVICES RECORDS

ES-1 Audio Tapes and Logs

Consists of recordings and lists of all incoming and outgoing calls on the emergency radio system.

Retain tapes 45 days unless being held as evidence. **Retain** logs 3 years after last entry. (Record custodians may wish to consult their legal counsel before these records are disposed of regarding any potential legal value. Incidents involving minors, casualties, serious injury, homicides, fires or any matter under investigation or unsolved law enforcement cases may necessitate retention of data relating to these incidents longer for ongoing legal needs.)

ES-2 Comprehensive Emergency Management Plan and Records

Includes description of comprehensive emergency programs and provides for overall coordination of activities during emergencies or major disasters. Contains information on operations, organization and personnel, administration, logistics and training programs.

Retain 3 years after superseded.

ES-3 Emergency Medical Treatment Records (Trip Reports)

Reports indicates pre-hospital care and assessment for patient transported to the hospital by ambulance. Generally shows date, patient's name and address, and treatment provided.

Retain 7 years.

ES-4 Incident Cards/Reports

Completed by dispatcher, record generally includes date, time, caller's name and address, description of incident and action taken.

Retain 3 years. (Record custodians may wish to consult their legal counsel before these records are disposed of regarding any potential legal value.
Incidents involving minors, casualties, serious injury, homicides, fires or any matter under investigation or unsolved law enforcement cases may necessitate retention of data relating to these incidents longer for ongoing legal needs.

ES-5 <u>Quality Assurance Reviews</u>

Consists of studies of problem cases used to determine whether adequate pre-hospital treatment and assessment were provided.

Retain 10 years.

ES-6 <u>Radio Dispatcher's Logs</u>

Daily record consisting of dispatcher's notes or observations on equipment problems or unusual events during shift.

Retain 3 years after last entry.

FINANCIAL AND PURCHASING RECORDS

FN-1 Account Distribution Summaries (Treasurer's Report)

Includes records showing a summary of receipts, disbursements and other activity against each account.

Weekly/Monthly- **Retain** 3 years.
Year-End – **Retain** 7 years.

FN-2 Accounts Payable Files and Ledgers

May contain bills, check vouchers, invoices, purchase orders and requisitions, receiving reports and other records of payment for goods and services. Used to document monies spent by the department or cost center.

Retain 7 years.

FN-3 Accounts Receivable Files and Ledgers

Used to document monies owed and paid to the municipality. Generally shows date, department or fund, amount received and account totals.

Retain 7 years.

FN-4 Annual Audit and Financial Reports

Including Elected and Appointed Officials, Survey of Financial Condition and Tax Information submitted to the Pennsylvania Department of Community and Economic Development.

Retain 5 years.

FN-5 Annual Budgets and Related Records

Usually includes final budget as approved, departmental requests, review files, correspondence and related papers.

Retain one copy of the annual budget permanently. **Retain** all other related papers 7 years.

FN-6 **Audit Reports-Official**

Record of examination of municipal finances prepared by internal or external auditors. Usually includes financial statements showing the status of all funds and accounts.

Retain Permanently.

FN-7 **Audit Workpapers**

Consists of accounting notes and papers used in preparation of official audit reports.

Retain current plus 3 prior audit cycles.

FN-8 **Balance Sheet**

Lists assets and liabilities, and shows the financial condition of the municipality on the last day of the accounting period.

Retain 7 years.

FN-9 **Bank Statements and Reconciliations**

Prepared by banks, record indicates date, municipal deposits and withdrawals, and account totals.

Retain 7 years.

FN-10 **Cancelled Checks**

Consists of checks that have been paid by the bank and returned to the depositor as evidence that the payee has received the funds.

Retain 7 years.

FN-11 **Check Registers**

Usually shows date, check number, vendor name or number, gross amount, discount and final amount of check.

Retain 7 years.

FN-12 Daily Cash Records

Indicates daily cash balances, receipts and disbursements for each department.

Retain 3 years.

FN-13 Deposit Slips

Consists of copies of slips listing and accompanying bank deposits showing date, account, check numbers and amounts

Retain 7 years.

FN-14 Depreciation Schedules

Used for planning equipment expenditures and budgeting, record indicates depreciation allowances for age or wear.

Retain for life of equipment plus 3 years.

FN-15 Expense Reports (Employee)

Contains record of expenditures by employees traveling on official business. may also include receipts, permission slips or authorization forms, and other records relating to travel expenses.

Retain 7 years.

FN-16 Financial Statements

Usually indicates date, account, receipts, expenditures (actual and budget) and balances.

Periodic-**Retain** until final completion of audit.
Certified by auditor- **Retain** permanently.

FN-17 Investment Records

Includes records relating to original financial instruments executed to invest municipal funds showing amount of certificate, term and rate of interest.

Retain 6 years after cancellation.

FN-18 Purchase Order Files

Copy of purchase order usually shows number, name and address of vender, department and account, date, quantity, unit price and total cost. File may also include invoices, bills of lading and purchase requisitions.

Retain 7 years.

FN-19 Purchasing Files

Relates to acquisition of services, goods and equipment. File may include specifications, bids, quotes, contracts and other related papers.

Retain 6 years.

FN-20 Supply Requisitions

Usually indicates date, department requesting supplies, items needed, total cost and account number.

Retain 2 years.

FN-21 Surplus Property Logs

Consists of inventory control logs listing surplus property by item. May include description, inventory number, cost, year purchased and date inventoried.

Retain until suspended or obsolete.

FN-22 Surplus Property Sale Files

Contains legal advertisements, quotes or offers from vendors, inventory of sale items, receipts or transmittals for funds received and title transfers.

Retain 3 years.

FN-23 Utility and Paid Service Receipts

Retain 7 years.

FN-24 Vendor Files

Includes vendor's name and address, product and service information, vendor identification and name of contact person.

Retain until superseded or obsolete.

FN-25 <u>Voucher Files</u>

Record generally shows number, date, description of goods or services, and amount. Copy of check or check request is usually attached and indicates date, department, vendor name and amount.

Retain 7 years.

FIRE RECORDS

FR-1 Annual Fire Loss Records

Retain permanently.

FR-2 Certification of Service

For paid and volunteer fire fighters. Submitted to the Office of Auditor General.

Retain current report plus two prior audit cycles.

FR-3 Daily Activity Records

Records pertaining to staff activity, including assignment sheets, reports, sign-in logs, and work schedules. Serves as a time record.

Retain 3 years.

FR-4 Daily Bulletins/Blotters/Dispatcher's Logs

Lists time and location of all calls received for fire services. Chronological summary of departmental activities.

Retain 3 years after last entry.

FR-5 Drill Reports

Retain 7 years.

FR-6 Incident Reports

(1) Reports dealing with serious incidents or major issues such as status of equipment, facilities, or personnel performance.

Retain permanently.

(2) Reports on routine activities or other periodic reports.

Retain 3 years

FR-7 Equipment Assignment Records

Retain as long as of administrative value.

FR-8 <u>Fire Codes and Ordinances</u>

Retain permanently.

FR-9 <u>Fire Safety Inspection Records</u>

(1) Automated sprinkler system records.

Retain until superseded or obsolete.

(2) Building surveys and inspection records and notices of violations.

Retain 10 years.

FR-10 <u>Hydrant Records</u>

(1) Location listings and maps.

Retain until superseded or obsolete.

(2) Major maintenance/testing records.

Retain 2 years after hydrant is removed or replaced.

FR-11 <u>Fire Investigation Case Files</u>

(1) Arson investigation records, disaster or casualty records or records of major fires or significant fires of suspicious origin or fires resulting in death and/or injury.

Retain permanently.

(2) Routine fire investigation records.

Retain 10 years after cause determined.

FR-12 <u>Maintenance Records</u>

(1) Equipment and maintenance logs/inspection reports.

Retain for life of equipment or transfer with vehicle if appropriate.

(2) Fire alarm box test records.

Retain 2 years after box is removed or replaced.

FR-13 <u>Permits and Related Applications</u>

Includes permits for blasting, fireworks display, open burning, and other hazardous operations.

Retain 3 years after expiration/revocation.

INFORMATION TECHNOLOGY RECORDS

IT-1 Computer Inventory Records

Records documenting the assignment of a specific computer to an individual as well as inventories of licensed software, may include address or mailbox data assigned to the individual.

Retain 4 years after computer removed from service or is reassigned.

IT-2 Computer Systems Documentation

Hardware and software manuals and program coding.

Retain 1 year after migration of all records with ongoing value to new system.

IT-3 Equipment and Network Usage Documentation

Policies and procedures for appropriate use of agency equipment and software including those covering access and security, systems development, and data retention and disposition.

Retain 1 year after updated or superseded.

IT-4 Equipment Records

Includes purchase orders, warranties, service contracts, service histories and correspondence.

Retain for life of equipment.

IT-5 Computer Usage Files and Reports

Electronic files or automated logs created to monitor computer system usage including but not limited to login files, system usage files, data entry logs, records of individual computer program use and reports detailing department costs.

Retain for 1 year.

IT-6 Network and PC Password and Security Identifications

Records documenting the issuance or selection of a network password and the administration of security of the agency's network.

Retain 1 year.

IT-7 System Architecture Documents and Wiring Schemas

Records documenting the location of wiring and the design of the overall agency network environment.

Retain for life of network.

IT-8 Operating System and Hardware Conversion Plans

Records relating to the replacement of equipment or computer operating systems.

Retain 1 year after successful conversion.

IT-9 Disaster Preparedness and Recovery Plans

Records related to the protection and reestablishment of computer services and equipment in case of a disaster.

Retain until superseded or revised.

IT-10 System Backup Files

Copies of master files or databases, application software, logs, directories, and other records needed to restore a system in case of disaster.

Retain until superseded.

IT-11 Security Records

Records used to control or monitor the security of a computer system and its data, including but not limited to information relating to firewalls, intrusion detection, unauthorized access and other security measures.

Retain 1 year.

IT-12 <u>Input Documents</u>

Copies of records or forms designed solely for input into the system when the original records are retained by the originating office.

Retain as long as of administrative value.

IT-13 <u>User Requests for IT Services</u>

Records used to document the requests for technical assistance and responses to these requests.

Retain as long as of administrative value.

IT-14 <u>Network Implementation Project Files</u>

Records used to plan and implement a network including reports, justifications, and working diagrams of proposed network.

Retain until superseded.

LIBRARY RECORDS

LI-1 Book and Materials Inventories

Complete listing of the library's holdings including books, periodicals, films and other materials available at the library.

Retain until superseded or obsolete.

LI-2 Book Purchase and Disposal Records

Listing of books, periodicals, films and other materials added to or deleted from the library's holdings.

Retain 2 years.

LI-3 Circulation Records

Consists of daily, weekly, monthly and annual circulation statistics.

Retain 2 years. **Retain** annual statistics permanently if not incorporated in annual report.

LI-4 Patron Registration Files

Master listing of library patrons. Information includes date, patron's name, address and telephone number, and expiration date of card.

Retain 3 years after expiration of card. For patrons with delinquencies, **retain** 3 years after settlement.

LI-5 Reports to the State Library

Retain permanently.

LI-6 Rules and Regulations

Includes rules and regulations relating to use of the building and the collections.

Retain 5 years after revoked or superseded.

PARKS AND RECREATION RECORDS

PR-1 Accident/Incident Reports

Includes reports of accidents, and unusual happenings or infractions of rules occurring within municipal parks.

Retain 3 years.

PR-2 Citations

Copy of citation issued by park personnel to persons who violate rules and regulations showing date, name of offender and offence.

Retain 3 years.

PR-3 Operation and Maintenance Records

Contains records of operation and maintenance of sites and equipment showing date, problem and repair work performed.

Retain 5 years.

PR-4 Park Planning Files

Includes master plans and working plans for each park. Shows layout, topography and proposed improvements.

Retain permanently.

PR-5 Park Program Files

Contains records relating to events, activities or special programs at municipal parks.

Retain 2 years.

PR-6 Park Rules and Regulations

Consists of rules and regulations relating to use of park facilities and equipment.

Retain 5 years after revoked or superseded.

PR-7 **Park Use Records**

Includes records relating to use of park facilities such as tennis courts, golf courses, athletic fields and playgrounds.

Retain 3 years.

PR-8 **Public Bathing Facilities**

Includes operational data, chemicals used, chlorination levels, and other information relating to pool maintenance and safety personnel. Also contains inspections, notices of violations, service requests, enforcement records, laboratory results, operational reports, complaints, and correspondence.

Retain 4 years.

PAYROLL RECORDS

PL-1 Cancelled Payroll Checks

Retain 7 years.

PL-2 Employee Payroll Adjustment Records

Usually includes employee's name and social security number and amounts withheld for Federal and State taxes, insurance, bonds and any other deductions.

Retain 4 years.

PL-3 Individual Employee's Earning Record - Terminated Employees:

Salary history includes employee's name and address, social security number, department, position, date of birth, date employed, and salary/earnings history totals posted for the duration of employment.

Employees Who Separate With Post-Termination Benefits

Retain 5 years after all benefits have been paid if not part of personnel files.

Employees Who Separate Without Post-Termination Benefits

Retain 5 years after termination of employment.

PL-4 Payroll Deduction Authorizations

Completed by employee, the record usually indicates employee's name and address, department, social security number, deductions authorized and employee's signature.

Retain 4 years after cancelled or superseded.

PL-5 Payroll Earnings and Deductions Registers:

Generally includes employee's name and social security number, gross earnings, taxes withheld, deductions, net earnings, check number and date of employment.

Pay Period Reports - Retain 4 years.

Year-to-Date Annual Summary - If payroll data is posted to individual employee's earning record, **retain** 7 years; otherwise, **retain** 50 years.

PL-6 Payroll Voucher (Check) Registers

Shows date, check number and amount, employee's name and social security number, and department.

Retain 7 years.

PL-7 Pension Files – Individual Employees

Contains records relating to status of individual pension accounts including beneficiary information, contributions, withdrawals and any other actions relating to the account.

Retain 3 years after all benefits have been paid.

PL-8 Pension Plan Data Sheets (Submitted to Pennsylvania Public Employee Retirement Commission)

Includes type of plan, name of employee, wages, date of birth, date of hire, date of release, amount of contributions to the plan and signature of administrative officer.

Retain 10 years.

PL-9 Pension Plans– Annual Summary Records

Includes summary data compiled annually to document the employment history of employees, their eligibility for pension benefits, and the payment of benefits.

Retain permanently for administrative purposes.

PL-10 Pension Plans - Administration Records

Shows terms and conditions of pension benefits payable to eligible retired employees. May also include actuarial evaluations, reports, data sheets and other records used to administer the plans.

Retain 6 years after termination of plan.

PL-11 Quarterly Returns of Withholding of Federal Income Tax

Includes reports showing Federal Income taxes withheld from employee's pay by quarter.

Retain 4 years.

PL-12 Quarterly Statements of State and Local Taxes Withheld

Consists of reports showing state and local taxes withheld from employee's pay by quarter.

Retain 4 years.

PL-13 Social Security Reports

Shows social security withholdings from employee's pay. Indicates employer's name, reporting period, number of employees, wages paid and contributions to the fund.

Retain 4 years.

PL-14 Time Cards and Attendance Records (Includes Vacation and Leave Slips and Work Schedules)

Usually indicates employee's name, date, and hours worked each day.

Retain 3 years.

PL-15 Unemployment Compensation Records (Contributory Form UC-2/2A/2B and Supporting Records)

Includes quarterly reports showing unemployment compensation contributions paid by municipality and wage reports indicating social security numbers, employees' names and total wages.

Retain 4 years after contributions have been paid.

PL-16 Wage and Tax Statements (W-2 Forms)

Shows employer's name and address; employee's identification and social security numbers, name and address; gross earnings; and amounts withheld for Federal, State and local taxes.

Retain 4 years after due date of tax.

PL-17 Withholding Allowance Certificates (W-4 Forms)

Indicates employee's name and address, social security number, exemptions and signature.

Retain 4 years after new certificate is filed or employment is terminated.

PL-18 1099 Forms (Employer's copy of U.S. Information Return for Calendar Year)

Retain 4 years

PERSONNEL RECORDS

PS-1 Administrative Organizational Charts

Charts show organizational breakdowns for offices and departments.

Retain one copy permanently if not included with minutes. Retain duplicate copies as long as of administrative value.

PS-2 Applications for Employment (Not Hired)

Includes employment applications, resumes, and other pre-employment records for persons not hired.

Retain 2 years.

PS-3 Civil Service Commission Records (Other Than Those Filed in Individual Personnel Folders)

May include announcements, test outlines, examination histories, eligibility lists, correspondence, and other related papers.

Retain as long as administrative value.

PS-4 Commercial Drivers License Records (CDL)

May include job applications, driver information, employment record, drug test results, accident reports, reviews and summaries, I-9 forms, violations and supervisor training records.

Comply with retention requirements promulgated by the appropriate licensing agency .

PS-5 Emergency Information Sheets

Retain most recent update for tenure of employee.

PS-6 Employee Health Insurance Claim Files

Includes claims submitted by employees for reimbursement of medical expenses incurred under health care coverage. May also contain supporting papers such as physician's statements.

Retain 5 years after settlement of claim.

PS-7 Employee Medical Records

Includes pre-employment physicals and other medical records showing the health or physical condition of employees during their tenure of employment.

Retain same length of time as Employee Personnel Records. However, if employee has been exposed to toxic substances or harmful physical agents in the work place, **Retain** at least 30 years after termination of employment and comply with appropriate Occupational Safety and Health Standards issued by the U.S. Department of Labor (29 CFR Ch. XVII). (See **Administrative and Legal Records**, Hazardous Substance Survey Forms and Material Safety Data Sheets).

PS-8 <u>Employee Personnel Records</u>

Includes Applications for Employment, Commendations, Correspondence, Health Insurance Membership Applications, I-9 Forms, Letters of Resignation, Life Insurance Applications, Performance Evaluations, Personnel Change Forms, Personnel History Card, Photo Identification Records, References, Resume, Retirement Membership Applications, Salary Review Forms, Separation Report, Training Records, and Vacation and Sick Leave Reports.

Employees Who Separate With Post-Termination Benefits

Retain summary information including employee's name, address, date of birth, Social Security number, job and salary history, benefit information, and termination data permanently if not maintained in a separate file.

Retain all other records 5 years after termination of employment. (If applicable, comply with union rules relating to certain types of personnel records such as evaluations and reprimands).

Employees Who Separate Without Post-Termination Benefits

Retain 5 years after termination of employment. (If applicable, comply with union rules relating to certain types of personnel records such as evaluations and reprimands).

PS-9 <u>Equal Employment Opportunity Records</u>

Includes affirmative action report (EEO-4) showing total number of job positions broken down by employment classifications, and related records as well as official discrimination complaint files.

Retain compliance reports and related records 3 years. **Retain** official discrimination complaint case files 4 years after resolution of case.

PS-10 **Job Descriptions and Announcements**

Consists of narrative descriptions of the duties and responsibilities of employees.

Descriptions – **Retain** current plus one prior revision.
Announcements – **Retain** 2 years after position has been filled.

PS-11 **Labor Negotiations Files**

Contains correspondence, reports and other documents used to negotiate contracts with labor unions representing employees.

Retain 5 years after expiration of contract.

PS-12 **Labor Union Contracts**

Negotiated with labor unions representing employees, the record includes date, terms of agreement and signatures of appropriate officials.

Retain 20 years after expiration.

PS-13 **Union Grievances**

Filed by employees represented by labor unions alleging violations of the contract. Record usually indicates date, parties involved, and grievance.

Retain 3 years after final resolution.

PS-14 **Worker's Compensation Records**

Consists of employer's report of occupational injury or disease, hospital statements, doctor's reports, correspondence and other papers relating to claims.

Retain 4 years after the signing of final settlement receipt, or 4 years after death of recipient. **Retain** 10 years if suspension agreement has been filed.

PLANNING AND BUILDING/ZONING
CODE ENFORCEMENT RECORDS

PZ-1 Aerial Photographs

Taken for planning or study purposes, photographs show rivers, streams, towns, cities, bridges, transportation systems and other features.

Retain until superseded or obsolete; then **contact** State Archives regarding historical value.

PZ-2 Building and Housing Construction Records

Includes plans, specs, permits, inspections, plan reviews, certifications, and verifications of payment for non residential or single family homes.

Retain records relating to commercial buildings and structures until structure is demolished. **Retain** records relating to other structures 5 years after certificate of occupancy has been issued or 5 years after final approval of project (if no certificate of occupancy has been issued).

PZ-3 Building Permits and Applications

Generally includes name of municipality, permit number, date, owner's name and address, contractor's name, lot number and size, description of proposed work or use, construction cost, information on sewage and road encroachment permits, and signature of applicant.

Retain records relating to commercial buildings and structures until structure is demolished. **Retain** records relating to other structures 5 years after certificate of occupancy has been issued or 5 years after final approval of project (if no certificate of occupancy has been issued).

PZ-4 Certificates of Use and Occupancy

Information includes permit number, date, property location, owner's name and address, zoning district, how the property is to be used, inspection information, building code edition, and signature(s) of enforcing authority.

Retain permanently for administrative and legal and historical purposes.

PZ-5 Complaints, Citations, Notices of Violations, and Investigations

Includes nature of complaint, details of incident, investigation information and disposition.

Retain 3 years after final disposition.

PZ-6 <u>Comprehensive Master Plans</u>

Master development plan adopted by the municipality or the county. Refers to land use, economic development, population, housing needs, utilities and services, environmental and human services, and community facilities.

Retain permanently for administrative, legal and historical purposes.

PZ-7 <u>Contractors' Licensing Records</u>

Includes copies of plumbers, electricians and other trade licenses, applications for licenses and tests to determine licensing.

Retain 7 years.

PZ-8 <u>Demolition Permits and Applications and Condemnation Records</u>

Includes notice of condemnation, name of municipality, permit number, site plan, date, owner's name and address, demolition contractor's name, lot number and size, and signature of applicant.

Retain permanently.

PZ-9 <u>Economic Development and Redevelopment Files</u>

Comply with retention requirements promulgated by the appropriate administering/funding/licensing agency.

PZ-10 <u>Flood Plain Management Records</u>

Annual Reports of Flood Plain Management Activities (Submitted to the Pennsylvania Department of Community And Economic Development):

Retain 5 years.

Variances to Flood Plain Regulations:

Retain permanently.

PZ-11 <u>Maps and Plats</u>

May include the following categories of maps: community facilities, zoning, flood plain, geologic survey, land use, subdivision, topographic, and water and soil.

Retain one copy permanently for administrative, legal and historical purposes. **Retain** other copies until superseded or obsolete.

PZ-12 **Ordinance Amendment Reviews**

File includes copies of ordinances and amendments relating to zoning, floodplain, subdivision and land use, related documentation and the Board's recommendations.

Retain permanently for administrative, legal and historical purposes.

PZ-13 **Planning Commission Board Minutes**

Official record of the Planning Commission meeting including date, names of members present and absent, issues discussed, motions, reports and actions taken.

Retain permanently for administrative, legal and historical purposes.

PZ-14 **Planning Studies and Surveys**

Consists of reports related to all aspects of planning such as storm water management, housing, parks and open space guidelines, mass transit, traffic, community facilities, population and business development.

Retain permanently for administrative and historical purposes.

PZ-15 **Reports of Buildings or Zoning Permits Issued and Local Public Construction (Submitted to U.S. Department of Commerce, Bureau of the Census)**

Retain 5 years.

PZ-16 **Subdivision and Land Development Reviews and Approvals/Disapprovals**

File includes applications, official review, approval or disapproval, plot plans, storm water management plans, financial security and development agreements, memoranda, notes and correspondence.

Retain application form, official review and report, approval or disapproval, plot plans, engineering drawings, and financial security and development agreements permanently. **Retain** other records as long as of administrative value.

PZ-17 **Zoning Court Cases**

Consists of records documenting the municipality's position on zoning cases that are heard before the courts.

Retain permanently for administrative, legal and historical purposes.

PZ-18 <u>Zoning Hearing Board Applications</u>

Usually indicates petitioner's name and address, property location, description of requested proposed use or change, variance, or special exception, reasons for petition and signature or petitioner.

Retain 3 years after final decision.

PZ-19 <u>Zoning Hearing Board Decisions</u>

Includes decision, findings of fact, conclusions of law and reasons therefore. Signed by chairperson of Zoning Hearing Board.

Retain permanently for administrative, legal and historical purposes.

PZ-20 <u>Zoning Hearing Board Minutes</u>

Official record of the Zoning Hearing Board meeting, including date, names of members present and absent, issues discussed, appeals heard and decisions made.

Retain permanently for administrative, legal and historical purposes.

PZ-21 <u>Zoning Hearing Tapes, Stenographic Notes and Transcripts</u>

Consists of recordings and notes made during Zoning Board hearings and transcripts of proceedings.

Retain tapes and notes 90 days after final decision if no appeal to Common Pleas Court is filed. If appeal to Common Pleas Court is filed, retain tapes, notes and transcripts until resolution of case.

POLICE RECORDS

PO-1 Animal Law Enforcement Records

Retain 2 years.

PO-2 Bicycle Registration Records

Retain 2 years.

PO-3 Calibration Records

Includes chemical analysis intoxilizer, vehicle speedometer, radar, vehicle and other speed measuring devices.

Retain 5 years.

PO-4 Citations (Traffic and Non-Traffic)

Retain 3 years if not part of Criminal History Case File.

PO-5 Community Relations Files

Includes information relating to business and home security surveys, crime prevention, education programs, neighborhood crime watch, and public safety.

Retain as long as of administrative value.

PO-6 Complaints/Incident Reports/Offense Reports/Initial Activity Reports

Initial reports completed by officers providing basic information on nature of offense or complaint, time frames, names, descriptions, vital statistics, vehicle information and actions taken.

Retain 3 years if not part of Criminal History Case File.

PO-7 Court Orders

Orders signed by the judge including expungements and protection from abuse orders.

Retain as long as of administrative and legal value if not part of Criminal History Case File.

PO-8 <u>Criminal History/Investigatory Case Files</u>

Official case file records, including but not limited to: arrest and detention records, citations and complaints, crime analysis, evidence records, field notes, hospital and medical records, lab reports, offense reports, probation and parole records, press releases, warrants, subpoenas, and vehicular reports.

(1) Homicides/Suspicious Deaths:

Retain 75 years.

(2) Summary Cases:

Retain 5 years after close of investigation.

(3) All other Cases

Retain 20 years after close of investigation.

PO-9 <u>Criminal History Dissemination Records</u>

Records that document the dissemination of criminal histories and other law enforcement information to other agencies or criminal information systems. Information includes name of requester, agency requesting, reason for request, information disseminated and signatures.

Retain same length of time as case file. If no criminal record is found, **retain** 2 years.

PO-10 <u>Daily Activity Records</u>

Records pertaining to officer activity, including assignment sheets, officer activity reports, patrol logs, sign-in logs, and work schedule. Serves as a time record.

Retain 3 years.

PO-11 <u>Dispatcher's Logs</u>

Lists time and location of all calls received for police services.

Retain 3 years after last entry.

PO-12 <u>Firearms and Ammunition Records (Departmental)</u>

Records and inventories of assigned weapons and other equipment.

Retain 2 years after superseded or obsolete.

PO-13 <u>Hunting Accident Reports (Submitted to the Pennsylvania Game Commission</u>

Retain 2 years.

PO-14 <u>Internal Affairs Case Files</u>

(1) Incident Log:

Retain 7 years after last entry.

(2) Substantiated Charges:

Retain 3 years after termination of employment.

(3) Unsubstantiated Charges:

Retain 3 years after close of investigation or comply with union rules if applicable.

PO-15 <u>K-9 Corps Records</u>

Retain veterinary and training records 2 years after retirement or death of dog.

PO-16 <u>Master Name Index</u>

Usually in card form. Serves as a name index to the official case files.

Retain as long as of administrative value.

PO-17 <u>Missing Persons File</u>

Information may include missing person's declaration statement, name and description of individual, circumstances of disappearance, family members and contacts, operator and vehicle information, photographs, and case status.

Retain until case considered closed.

PO-18 Motor Vehicle Records

(1) Accident Reports:

Retain 5 years after close of investigation if not part of Criminal History Case File.

(2) Parking Violations (Tickets):

Retain 1 year after all fines have been paid.

(3) Police Requests for Removal of Abandoned or Impounded Vehicles:

Retain 2 years.

(4) Recommendations for Special Driver's Examinations:

Retain 1 year.

PO-19 Pennsylvania Uniform Crime Reporting Program Worksheets and Printouts

Retain 2 years.

PO-20 Permits and Related Applications

Includes handicapped parking, parades, inflammables and explosives, peddling and other permits.

Retain 3 years after expiration.

PO-21 Property Records (Evidence/Found/Recovered)

Information includes a description of the item, the source of the item, the number assigned to the item and the disposition of the item.

Retain 6 years after property is no longer in custody of the Police Department, if record is not part of Criminal History Case File.

PO-22 Temporary Detention Records

(1) Detention Reports (includes name of prisoner, name of arresting officer, date and time of detention, date and time of release, charges, disposition, property inventory etc.)

Retain 3 years if not part of Criminal History Case File.

(2) Inspection Reports (Pennsylvania Department of Corrections)

Retain 4 years.

PO-23 **Towing Records**

(1) Tow Truck Operator's Schedules

Retain as long as of administrative value.

(2) Towing Service Records (lists date of tow, reason for tow, description of vehicle, and date of release).

Retain 1 year after all fines have been paid.

PO-24 **Training Records**

Includes all training materials, reports, grants and studies created by the police department.

Retain as long as administrative value.

PO-25 **Vacation/Vacant House Check Records**

Retain 30 days unless used as evidence.

PO-26 **Video/Audio Tapes**

Documents officer activity including video taping of drunk drivers who have been arrested. Often used as evidence.

Retain 30 days if not used as evidence.

PO-27 **Waivers/Release Forms**

Forms completed by citizen releasing police from injury or damage claims.

Retain as long as administrative and legal value.

PUBLIC HEALTH RECORDS

PH-1 Applications for Food Service Manager/Operator Certification

Retain 5 years.

PH-2 Citations

Copy of citation issued by health department personnel for violations of regulations showing the name of the person or establishment and offense, date and time and location, and signature.

Retain 3 years.

PH-3 Epidemiological Reports

Retain 7 years.

PH-4 Food Embargo, Condemnation, and Recall Records

Retain 7 years.

PH-5 General Nuisance Records - Non-Structure

Notices of Violation and Correspondence including but not limited to:

a. **Tall Grass/Weeds**
b. **Animal Fecal Matter**
c. **Odors**
d. **Filthy Conditions**
e. **Decaying Matter**

Retain 2 years after final disposition.

PH-6 Health Inspection Records

Includes applications for annual licenses, bacteriological reports, certificates of health complaints, copies of licenses, inspection reports, notices of violation, enforcement and legal records, and correspondence.

Retain 4 years.

PH-7 Reports to the State Board of Health

Retain 5 years.

PH-8 State Permits and Approvals

Retain in compliance with regulations promulgated by the issuing agency.

PH-9 Vector Control Records

(Includes field contact reports, investigations, logbooks, spraying records and treatment records).

Retain 4 years.

FULL-TIME MUNICIPAL HEALTH DEPARTMENT RECORDS

Full-time Municipal Health Departments, as designated by the State Department of Health, should contact the State Archives at the following address for copies of the Retention and Disposition Schedule approved for their departments:

Pennsylvania Historical and Museum Commission
Bureau of Archives and History
Pennsylvania State Archives Building
350 North Street
Harrisburg, PA 17120-0090

RA-LocalGovernment@state.pa.us or
(717) 787-3913 or 783-9874

PUBLIC WORKS/ENGINEERING RECORDS

PW-1 Applications/Licenses/Permits

For access driveway locations, handicapped parking spaces, load zones and signs.

(1) Annual or short term

Retain 3 years after expiration.

(2) Continuing/Indefinite

Retain until revoked or suspended.

PW-2 Complaints and Notification of Hazards

Includes nature of complaint, details of incident, investigation information and disposition.

Retain 2 years after correction/final resolution.

PW-3 Construction Inspection Reports

Includes regular and special inspection reports of municipal buildings and public works facilities. Serves as evidence of compliance by contractors with codes, specifications, and other requirements.

Retain 12 years after acceptance of project.

PW-4 Construction Plans and Specifications

Usually developed by architects and engineering consulting firms under contract with the municipality for designs of buildings and facilities, the plan includes descriptive narrative and drawings.

Retain until structure is reconstructed or is no longer municipal property/ responsibility; **transfer** to new owner if appropriate.

PW-5 Engineering Drawings

Contains original engineering drawings of municipal buildings and public works projects usually developed by municipal engineers or architects/ engineering consulting firms and showing design details.

Retain permanently for administrative and historical purposes.

PW-6 <u>Equipment Records</u>

Consists of operational and maintenance records for municipal public works equipment showing date of inspection or repair and work done.

Retain for life of equipment.

PW-7 <u>Highway Transfers</u>

Includes agreements, encumbrances, engineering data, general project information, maps, resolutions and other supporting papers.

Retain permanently.

PW-8 <u>Maintenance Records-Road/Building/Facility</u>

Relates to maintenance and other work performed on major equipment, systems or infrastructure. Usually indicates date, type of repair, cost and persons doing the work.

(1) Routine

Retain 5 years

(2) Structural

Retain until structure is reconstructed or is no longer municipal property/responsibility; **transfer** to new owner if applicable.

PW-9 <u>Maps</u>

May include highway, land use, community facilities, water and soil, topographic, geological survey, borough and township and others.

Retain until superseded or obsolete.

PW-10 <u>Road and Bridge Books and Papers</u>

Shows the location, design and maintenance of municipal roads and bridges. Also may contain notes on field inspections, recommendations and expenses for repairs.

Retain permanently.

PW-11 <u>Road Mileage Reports (Submitted to the Pennsylvania Department of Transportation)</u>

Retain permanently.

PW-12 <u>Road Operations Procedures</u>

Retain until superseded.

PW-13 <u>Storm Water Management Records</u>

Includes agreements and requirements, applications for reimbursement, copies of county plans, site plans and technical studies.

Retain permanently.

PW-14 <u>Street Light Records</u>

(1) Installation Records and Plans

Retain until light is removed or replaced.

(2) Routine Maintenance Records

Retain 5 years.

PW-15 <u>Street Records</u>

(1) Assessment Notification Records

Retain 3 years after all payments have been made.

(2) Opening Orders and Deeds of Dedication

Retain permanently.

(3) Street Cut/Excavation Permits

Retain 5 years.

PW-16 <u>Traffic Studies</u>

Includes delay and traffic flow studies, speed, time, and volume.

Retain as long as of administrative value.

PW-17 **Transportation System Performance Forms**

Submitted to the Pennsylvania Department of Transportation.

Retain 3 years.

PW-18 **Underground Conduit-PA One Call Records**

Retain 1 year.

TAX COLLECTION AND ASSESSMENT RECORDS

TA-1 Bill of Taxes

A list of all unpaid taxes outstanding against any property advertised for by sheriff sale. (Filed by Tax Collector with Sheriff)

Retain 2 years.

TA-2 Certifications for Taxes Paid on Real Estate

Certifications provided by Tax Collector on taxes paid on real estate.

Retain 2 years.

TA-3 Change of Address Records

Request to change mailing address for tax bills, usually indicates name and address where tax bills are to be mailed.

Retain 2 years.

TA-4 Delinquent Tax Collection Records (non real estate)

Lien lists, etc.

Retain 1 year after delinquent taxes have been paid.

TA-5 Exoneration Certificates Issued to Tax Collector

Provided to the Tax Collector by the governing body discharging the Tax Collector from collecting a particular tax.

Retain 5 years.

TA-6 General and Special Tax Ledgers and Related Records

Includes Real Estate, Per Capita, Occupation, Emergency and Municipal Services, Earned Income, Intangible Personal Property, Mercantile, Business Privilege, Amusement and other Local Taxes.

Retain 7 years.

TA-7 Mobile Home Removal Permits (Issued by Tax Collector)

Generally lists date, owner's name and address, taxing district, description of mobile home, destination, certification that all taxes have been paid and signature of Tax Collector.

Retain 2 years after expiration.

TA-8 Occupational Tax Lists

Includes taxpayer's name, address, occupation, and classification code.

Retain until superseded or obsolete.

TA-9 Tax Return Forms/Cards

Usually indicates date; taxpayer's name; address and social security number.

Retain 5 years.

TA-10 Public Utility Realty Reports

Submitted to the Pennsylvania Department of Revenue.

Retain 7 years.

TA-11 Real Estate Transfer Records (From Recorder of Deeds)

Information includes transfer data, property location, valuation data, exemption data, signature and date.

Retain as long as of administrative value.

TA-12 Tax Bills, Paid Receipts

Copy of tax bills or notices returned with payment showing date, taxpayer's name and address.

Retain 2 years.

TA-13 Tax Collector's Monthly Report to Taxing Disticts

Monthly reports submitted to the taxing district. Lists all taxes collected for the reporting period, including beginning balance, total amount collected, discounts,

APPENDIX E

USING THE INDEX

Step One: **Look up the record series in the alphabetical index and find the citation that accompanies the entry.**

Step Two: **Browse down the alphabetical listing of citations (found below) until you find the citation that accompanies the records series. The citation key shows which section and/or municipal office within the Manual to look in to find the records series.**

Step Three: **The number that appears in the second part of the citation represents the numerical order of the records series within that particular municipal office or Manual section.**

Example: **A citation of (PL-6) would therefore represent the 6th records series in the Payroll Records section of the Municipal Records Manual.**

KEY TO CITATIONS

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ES	Emergency Services Records
FP	Financial and Purchasing Records
FR	Fire Records
IT	Information Technology
LY	Library Records
PR	Parks and Recreation Records
PL	Payroll Records
PS	Personnel Records
PZ	Planning and Zoning/Code Enforcement Records
PO	Police Records
PH	Public Health Records
PW	Public Works/Engineering Records
TA	Tax Collection and Assessment Records
WM	Waste Management and Sewage Disposal Records
WQ	Water Quality, Supply and Distribution Records

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TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 15-2009

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA APPOINTING ONE VOTING DELEGATE AND ONE ALTERNATE DELEGATE TO THE ALLEGHENY SOUTHEAST REGIONAL TAX COLLECTION DISTRICT, AS REQUIRED BY ACT 32 OF 2008, SECTION 505(b)

WHEREAS, Act 32 of 2008, §505(b) requires the governing bodies of school districts, townships, boroughs and cities to appoint one voting delegate and one or more alternate delegates to be their Tax Collection Committee (TCC) representatives; and

WHEREAS, the purpose of this Resolution is to appoint the required delegates, who have consented to appointment.

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

Section 1. The following individuals are appointed as TCC delegates for the Township of Wilkins:

1. Primary voting delegate: Michael E. Szoko
2. First alternate voting delegate: Sharyn A. Fialla

Section 2. If the primary voting delegate cannot be present for a TCC meeting, the first alternate voting delegate shall be the representative at the TCC meeting.

Section 3. These appointments are effective immediately and shall continue until successors are appointed. All delegates shall serve at the pleasure of this governing body and may be removed at any time.

RESOLVED AND ADOPTED this 14th day of September, 2009.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

TOWNSHIP OF WILKINS

William G. Wilson
Chairman, Board of Commissioners

Certification of adoption: The undersigned certifies that the above Resolution was adopted at a public meeting held on September 14, 2009

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 16-2009

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WILKINS AND THE MUNICIPALITY OF PENN HILLS FOR THE PURPOSE OF MAINTAINING THE PROPOSED TRAFFIC SIGNAL AND INTERCONNECT AT THE INTERSECTION OF MAPLE LANE AND RODI ROAD

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania desires to enter into a Memorandum of Understanding with the Municipality of Penn Hills for the maintenance of a traffic signal and interconnect to be installed at the intersection of Maple Lane and Rodi Road; and

WHEREAS, the Memorandum of Understanding is attached and made a part of this Resolution by reference hereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Memorandum of Understanding between the Township of Wilkins and the Municipality of Penn Hills is hereby adopted.

RESOLVED AND ADOPTED this 14th day of September, 2009.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS

William G. Wilson
Chairman, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this 14th day of September, 2009 by and between the **TOWNSHIP OF WILKINS** ("Wilkins"), with principal offices located at 110 Peffer Road, Turtle Creek, Pennsylvania

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the **MUNICIPALITY OF PENN HILLS** ("Penn Hills"), with principal offices located at 12245 Frankstown Road, Pittsburgh, Pennsylvania.

WHEREAS, Wilkins entered into a Developer's Agreement ("Agreement") with Joseph D'Andrea and Enrichetta D'Andrea (the "Developer") on April 9, 2001 for the development of a tract of land located at the terminus of Maple Lane in Wilkins and more fully described in Allegheny County Deed Book Volume 9173, page 126 (the "Property"); and

WHEREAS, the Agreement acknowledges: (1) that a traffic signal may be warranted and desirable for the Developer, Wilkins and other property owners on Maple Lane; (2) Wilkins agreement to make application to PennDot for the erection of a signal at the intersection; (3) the Developer's agreement to pay any and all reasonable consultants, mechanical consultants, labor, equipment and supply costs incurred by Wilkins; and

WHEREAS, PBS&J has made application to PennDot for the installation of a traffic signal on behalf of Wilkins and the Developer; and

WHEREAS, said application provides for an interconnect between an existing traffic signal located at the intersection of Purity Way and Rodi Road, owned and operated by Penn Hills and the proposed new traffic signal located at the intersection of Maple Lane and Rodi Road, to be owned and operated by Wilkins; and

WHEREAS, as a condition of approval of the traffic signal, PennDot requires Wilkins and Penn Hills to formalize a maintenance agreement for the new traffic signal at Maple Lane and the existing traffic signal at Purity Way; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Wilkins and Penn Hills agree that:

1. The traffic signal installed at Maple Lane, the interconnect and the traffic signal located at Purity Way will be maintained and serviced by a qualified traffic light company selected by Penn Hills.
2. Calls for service for these signals and interconnects shall be the responsibility of Penn Hills.
3. Payment for labor, parts and other necessary costs associated with maintenance and repair of the Maple Lane traffic signal and the interconnect shall be the responsibility of Wilkins. Wilkins shall not accept the responsibility of payment for maintenance and repair of the signal at Purity Way if this maintenance and repair is not related to the interconnect and/or Maple Lane traffic signal.
4. Payment for necessary legal and engineering review costs associated with the PennDot application for a traffic signal at Maple and Rodi shall be made by Wilkins and Wilkins shall in turn invoice the Developer.
5. Wilkins shall cause the Developer to establish an escrow account which shall yearly be replenished with funds to provide for maintenance and repair of the Maple Lane traffic signal and interconnect.
6. 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.
7. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

MUNICIPALITY OF PENN HILLS:	Moe Rayan, Municipal Manager 12245 Frankstown Road Pittsburgh, PA 15235
WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145

8. 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, Wilkins and Penn Hills have caused this MOU to be duly executed and seals affixed and duly attested by the proper (municipal) officials on the day and year first written above.

ATTEST:

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS

_____

President, Board of Commissioners

ATTEST:

_____

Moe Rayan, Manager

(Seal)

MUNICIPALITY OF PENN HILLS

_____

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 17-2009

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA APPROVING THE EXECUTION OF ARTICLES OF AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND CARGILL, INCORPORATED FOR THE PROVISION OF WINTER ROAD MAINTENANCE MATERIALS FOR THE YEARS 2010, 2011, 2012 AND 2013

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania are desirous of entering into Articles of Agreement with Cargill, Incorporated for the provision of rock salt for winter road maintenance;

WHEREAS, the Articles of Agreement is attached hereto and made a part of this Resolution by reference thereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Articles of Agreement between the Township of Wilkins and Cargill, Incorporated is hereby approved and the appropriate individuals are authorized to execute the same.

RESOLVED AND ADOPTED this 14th day of September, 2009.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS:

William G. Wilson
Chairman, Board of Commissioners

ARTICLES OF AGREEMENT

These Articles of Agreement are entered into this 14th day of September, 2009 by and between the **TOWNSHIP OF WILKINS** (hereinafter referred to as "Municipality"), with principal offices located at 110 Peffer Road, Turtle Creek, Pennsylvania 15145

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CARGILL INCORPORATED, (hereinafter referred to as "Seller"), with principal offices located at Deicing Technology Business Unit, 24950 Country Club Boulevard, Suite 450, North Olmstead, Ohio 44070.

WITNESSETH

WHEREAS, Municipality, a participating municipality in the SHACOG Purchasing Alliance (hereinafter referred to as "Purchasing Alliance"), has received proposals for the supply and delivery of Rock Salt through the Purchasing Alliance; and

WHEREAS, the Purchasing Alliance has solicited those proposals by duly advertising for bids, publishing specifications and receiving bids for said supply and delivery of Rock Salt; and

WHEREAS, Municipality has determined that Seller is the lowest responsible bidder meeting the aforementioned specifications.

NOW, THEREFORE, Municipality and Seller agree as follows:

1. The recitals and preamble are incorporated into this contract as if the same were set forth at length and such shall become an integral part of this contract.

2. Municipality accepts the proposal submitted by Seller to supply and deliver Rock Salt to Municipality and is entering into this contract with Seller.

3. Seller agrees and is bound to supply and deliver Rock Salt to Municipality in accordance with the terms and conditions of the specifications and Seller's proposal and is entering into this contract with Municipality.

4. The initial term of this Agreement shall be in effect from the date first listed above and shall remain in full force and effect until June 30, 2010. Thereafter, it may be extended annually by the Municipality for up to three (3) additional option years or until June 30, 2013, provided that Municipality shall exercise the option to extend by giving written notice to Seller of the exercise of the option by May 1 of each year during which this Agreement is in

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 17-2009

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA APPROVING THE EXECUTION OF ARTICLES OF AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND CARGILL, INCORPORATED FOR THE PROVISION OF WINTER ROAD MAINTENANCE MATERIALS FOR THE YEARS 2010, 2011, 2012 AND 2013

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania are desirous of entering into Articles of Agreement with Cargill, Incorporated for the provision of rock salt for winter road maintenance;

WHEREAS, the Articles of Agreement is attached hereto and made a part of this Resolution by reference thereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Articles of Agreement between the Township of Wilkins and Cargill, Incorporated is hereby approved and the appropriate individuals are authorized to execute the same.

RESOLVED AND ADOPTED this 14th day of September, 2009.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS:

William G. Wilson
Chairman, Board of Commissioners

effect and, further provided that the adjusted bid price for each additional one-year option yields a price that allows Seller to continue the contractual relationship.

5. Seller agrees and is bound to supply and deliver in accordance with the terms and conditions of the bid such quantities of Rock Salt as are represented and determined by the estimated requirements of Municipality in the initial term of the contract and in any subsequent option years.

6. Municipality agrees to purchase a minimum of eighty (80%) percent of its estimated annual requirements from Seller at the bid price in the initial term of the contract and at the adjusted price in any subsequent option years. Municipality agrees to purchase all of its additional requirements, as needed, up to one hundred twenty-five (125%) percent of its annual estimated requirements exclusively from Seller, at the bid price in the initial term of the contract and at the adjusted bid price in any subsequent option years.

7. Seller agrees to invoice Municipality directly for Rock Salt delivered by Seller to Municipality. Municipality agrees to pay Seller within sixty (60) calendar days from receipt of Seller's invoice.

8. In the event that Seller refuses or fails for any reason to perform any of its obligations pursuant to this Agreement, Municipality may, at its option, terminate the Agreement, and Municipality will be obligated to pay Seller only for the Rock Salt delivered prior to termination. In addition, Municipality may, whether or not it terminates this agreement, pursue any additional remedies at law or equity, which may be available.

9. Seller represents and warrants that it has delivered to Municipality or Purchasing Alliance, when required, a Performance Bond in the amount and in accordance with the terms and conditions of the bid documents.

10. In consideration of the faithful performance of the Agreement by Seller, Municipality agrees to pay or cause to be paid to Seller the sum of $52.75 per ton of Rock Salt delivered in the initial term of the contract. This price shall be known as the "bid price." In any subsequent option years, Municipality agrees to pay or cause to be paid to Seller the "adjusted bid price" per ton as adjusted, pursuant to the Detailed Specifications, by the Consumer Price Index in each of those years. During either the initial term or any subsequent option years, this price may also be adjusted by the Fuel Price Adjustment section of the Detailed Specifications.

11. This Agreement incorporates by reference the Advertisement for Bids, General Instructions to Bidders, Detailed Specifications, Addenda or Bulletins (if applicable), Contractor's Bid Proposal and Seller's Bonds, which are made part hereof with like force and effect as though recited herein.

12. It is agreed and understood that this Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, and the laws of the Commonwealth of Pennsylvania shall apply to all aspects of performance hereunder.

IN WITNESS WHEREOF the parties hereto have caused this contract to be executed on the day and year first entered above.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS:

William G. Wilson, President

ARTICLES OF AGREEMENT

These Articles of Agreement are entered into this 14th day of September, 2009 by and between the **TOWNSHIP OF WILKINS** (hereinafter referred to as "Municipality"), with principal offices located at 110 Peffer Road, Turtle Creek, Pennsylvania 15145

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D

CARGILL INCORPORATED, (hereinafter referred to as "Seller"), with principal offices located at Deicing Technology Business Unit, 24950 Country Club Boulevard, Suite 450, North Olmstead, Ohio 44070.

WITNESSETH

WHEREAS, Municipality, a participating municipality in the SHACOG Purchasing Alliance (hereinafter referred to as "Purchasing Alliance"), has received proposals for the supply and delivery of Rock Salt through the Purchasing Alliance; and

WHEREAS, the Purchasing Alliance has solicited those proposals by duly advertising for bids, publishing specifications and receiving bids for said supply and delivery of Rock Salt; and

WHEREAS, Municipality has determined that Seller is the lowest responsible bidder meeting the aforementioned specifications.

NOW, THEREFORE, Municipality and Seller agree as follows:

1. The recitals and preamble are incorporated into this contract as if the same were set forth at length and such shall become an integral part of this contract.

2. Municipality accepts the proposal submitted by Seller to supply and deliver Rock Salt to Municipality and is entering into this contract with Seller.

3. Seller agrees and is bound to supply and deliver Rock Salt to Municipality in accordance with the terms and conditions of the specifications and Seller's proposal and is entering into this contract with Municipality.

4. The initial term of this Agreement shall be in effect from the date first listed above and shall remain in full force and effect until June 30, 2010. Thereafter, it may be extended annually by the Municipality for up to three (3) additional option years or until June 30, 2013, provided that Municipality shall exercise the option to extend by giving written notice to Seller of the exercise of the option by May 1 of each year during which this Agreement is in

ATTEST:

_____

CARGILL, INC.

By: _____

_____
(Title)

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 18-2009

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA SUPPORTING THE COMPLETION OF A STORM WATER MANAGEMENT PLAN.

WHEREAS, the June 2009 floods serve as an aggressive reminder that better stormwater management approaches are needed to protect us as municipalities and to protect our residents, neighborhoods, and businesses from now routine flooding events; and

WHEREAS, a comprehensive Act 167 Stormwater Management Plan for the eastern section of Allegheny County, as required by state law, should be started as soon as the county appoints an agent to manage the project; and

WHEREAS, it is requested that the appointment of an agent take place within 120 days of the date of this resolution; and

WHEREAS, seventy-five (75%) percent of the cost will be paid by the Commonwealth of Pennsylvania through Act 167 and the remaining twenty-five (25%) percent would be paid by other sources as obtained by the agent; and

NOW, THEREFORE, be it resolved this 12th day of October, 2009 by the Board of Commissioners of the Township of Wilkins that the Township of Wilkins respectfully requests that Allegheny County appoint a Stormwater Management Plan agent so that a comprehensive Act 167 Stormwater Management Plan for the eastern section of Allegheny County can be completed.

1. The proper Municipal officials are hereby directed to remit to County, State and Federal officials a certified copy of this Resolution.
2. All Articles, Amendments, Resolutions or parts thereof that are inconsistent with this Resolution shall be repealed to the extent that they are inconsistent herewith.
3. If any sentence, clause, section or part of this Resolution 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 Resolution. It is hereby declared as the intent of the Board of Commissioners that this Resolution would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

RESOLVED AND ADOPTED this 12th day of October, 2009.

ATTEST:

Rebecca Bradley

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS:

William G. Wilson
Chairman, Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 19-2009

A RESOLUTION OF THE TOWNSHIP OF WILKINS (THE "MUNICIPALITY"), ALLEGHENY COUNTY, PENNSYLVANIA CERTIFYING THAT SAID MUNICIPALITY IS WILLING TO PARTICPATE IN AN ENERGY AUDIT AS PART OF ALLEGHENY COUNTY'S ENERGY PROGRAM FOR MUNICIPALITIES FINANCED BY A BLOCK GRANT THROUGH THE U.S. DEPARTMENT OF ENERGY.

WHEREAS, through the American Recovery and Reinvestment Act of 2009, the Energy Efficiency and Conservation Block Grant Program (the "EECBG") was authorized to provide funds to reduce energy use and fossil fuel emissions and improve energy efficiency; and

WHEREAS, Allegheny County received a funding allocation from the U.S. Department of Energy and created the Allegheny County Energy Program for Municipalities to provide energy audits to participating municipalities; and

WHEREAS, Allegheny County Economic Development, through the EECBG Program has funds available for a certified conservation service provider to complete an energy audit at no cost to the municipality; and

WHEREAS, the Township of Wilkins is desirous of completing an energy audit of their municipal building / facility located at 110 Peffer Road, Turtle Creek, PA 15145.

NOW, THEREFORE, be it resolved this 12th day of October, 2009 that the Township of Wilkins does hereby formally authorize Allegheny County Economic Development to provide for the completion of an energy audit at the above identified facility.

BE IT FURTHER RESOLVED, that the Township of Wilkins authorized Allegheny County's conservation service provider access to the facility in order to perform the energy audit.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Rebecca Bradley, Manager, as the official to take any actions which are necessary or appropriate to facilitate the energy audit.

RESOLVED AND ADOPTED this 12th day of October, 2009.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS:

William G. Wilson
Chairman, Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 20-2009

A RESOLUTION OF THE TOWNSHIP OF WILKINS AMENDING THE AGREEMENT BETWEEN WILKINS TOWNSHIP AND MAE FRANC DATED DECEMBER 31, 1991.

WHEREAS, Wilkins Township and Mae Franc entered into an Agreement dated December 31, 1991; a copy of which is attached hereto and made a part hereof; and

WHEREAS, Ms. Franc has been an active employee since 1967; and

WHEREAS, in recognition of Ms. Franc's long service to the Township, the Township wishes to amend the aforesaid Agreement.

NOW, THEREFORE, be it resolved this 9th day of November, 2009 that the Township of Wilkins does hereby amend the written agreement as indicated in the attached "Addendum to Agreement," which is by reference made a part hereof.

RESOLVED AND ADOPTED this 9th day of November, 2009.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS:

William G. Wilson
Chairman, Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 21-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 12-2009, AUTHORIZING THE EXECUTION OF A RIGHT-OF-ENTRY AND RELEASE AGREEMENT BETWEEN THE COUNTY OF ALLEGHENY AND THE TOWNSHIP OF WILKINS FOR THE PURPOSE OF RESTORING THOMPSON RUN TO THE CONDITIONS SPECIFIED UNDER THE U.S. ARMY CORPS OF ENGINEERS TURTLE CREEK FLOOD PROTECTION PROJECT.

WHEREAS, the County of Allegheny Department of Public Works, in cooperation with the U.S. Army Corps of Engineers is responsible for maintaining the Turtle Creek Local Flood Protection Project; and

WHEREAS, this project sustained damages due to flooding on June 17, 2009; and

WHEREAS, the United States Army Corps of Engineers (USACE) desires to repair the damages, as authorized under public law 84-99; and

WHEREAS, lot/block numbers 454-L-226 and 454-L-228, located on Railroad Street along Thompson Run, a tributary of Turtle Creek, have been determined to be within the project boundaries; and

WHEREAS, Allegheny County requires a temporary Right-of Entry and Release to be executed by the Township of Wilkins to permit the use of the Township's property to perform the work described; and

WHEREAS, by Resolution Number 12-2009, adopted August 10, 2009, the Wilkins Township Board of Commissioners granted said temporary Right-of-Entry and Release for a period of one year, or upon completion of the required construction, whichever occurred first; and

WHEREAS, Allegheny County and the USACE request that the period of expiration of the temporary Right-of-Entry and Release be amended to a period of two years, or upon completion of the required construction, whichever occurs first.

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania authorizes the execution of a Right-of-Entry and Release Agreement attached hereto and made a part hereof, amending Resolution #12-2009 and extending the period of expiration as above set forth for the purpose of repairing damages to the Turtle Creek Local Flood Protection Project.

RESOLVED AND ADOPTED this 9th day of November, 2009.

TOWNSHIP OF WILKINS

By: _____
William G. Wilson
Chairman

ATTEST:

_____
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 22-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A RIGHT-OF-ENTRY AGREEMENT BETWEEN THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF ABANDONED MINE RECLAMATION AND THE TOWNSHIP OF WILKINS FOR THE PURPOSE OF CONDUCTING RECLAMATION WORK ON THE GINSBURG MINE DRAINAGE EMERGENCY.

WHEREAS, the United States Department of the Interior, Office of Surface Mining has entered into a cooperative agreement with or provided a federal grant to the Commonwealth of Pennsylvania, Department of Environmental Protection ("the Government") to perform the activity described herein pursuant to the authority granted in Title IV of the "Surface Mining Control and Reclamation Act of 1977," P.L. 95-87, 30 U.S.C. §1231 et seq.; and the Act of January 19, 1968, P.L. 996, as amended, known as the "Land and Water Conservation and Reclamation Act" (32 P.S. 5101 et seq.); and

WHEREAS, pursuant to such authority, the Government desires to undertake certain activity on property located in Wilkins Township, Allegheny County, Pennsylvania, which involves reclamation work on the Ginsburg Mine Drainage Emergency as more fully described on the Exhibit attached hereto and made a part hereof for all purposes; and

WHEREAS, the Township of Wilkins (the "Owner") is the record owner of a fee interest in the surface of the property (the "Property"); and

WHEREAS, the Government has requested, and the Owner is willing to grant the Government, a right of entry into, under, over and upon the Property to conduct the activity described in the attached and to do all things necessary or convenient to effectively carry on such activity.

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania authorizes the execution of a Right-of-Entry and Release Agreement attached hereto and made a part hereof for the purpose of reclamation work on the Ginsburg Mine Drainage Emergency located at or in the vicinity of 131 and 133 Delaney Drive.

RESOLVED AND ADOPTED this 14th day of December, 2009.

TOWNSHIP OF WILKINS

By: _____
William G. Wilson
Chairman

ATTEST:
_____
Rebecca Bradley
Secretary

MUNICIPAL CONSENT FOR RIGHT OF ENTRY

NAME: GINSBURG MINE DRAINAGE

PROJECT NO: PA-10-007

STATE: PENNSYLVANIA

Under Title IV of the Surface Mining Control and Reclamation Act of 1977 (SMCRA), 30 U.S.C. 1231 et seq., United States Department of the Interior, acting by and through the Office of Surface Mining Reclamation and Enforcement (hereinafter referred to as "OSM") proposes to undertake reclamation work necessitated by abandoned coal mining activity to protect the public health, safety and general welfare from the adverse effects of past coal mining.

To achieve this objective, it will be necessary for officers, agents, employees, and contractors of OSM to enter upon that certain property lying and being within the municipal jurisdiction

of Wilkins Township in the County of Allegheny, said

property being more particularly described as follows:

Tax Map Block 542-B, Delaney Drive in the vicinity of 131 and 133 Delaney Drive

NOW, THEREFORE, in the spirit of assisting OSM and in consideration of the benefits which will inure to the general public, the said municipal authority hereby grants to OSM, its employees, agents, contractors and subcontractors a right of entry into, over and upon the above-described property, including all necessary and convenient rights of ingress, egress and regress, with all material and equipment to conduct the proposed reclamation activities, and to do any and all things necessary and convenient to effectively carry on said activities, in a good and workmanlike manner, including but not limited to the temporary storage of equipment and material and the construction of temporary roadways on the property. Said right of entry is granted for the time required to complete the reclamation activities subject to the municipal authority's continued ownership and use of the property.

The municipal authority understands and acknowledges that the success of the project cannot be warranted and the proposed work may not accomplish the intended result. The municipal authority also acknowledges that OSM has no responsibility or liability for any mine related damage to the municipal authority's property which occurred prior to or which might occur during or after the abatement work.

It is understood the work performed in the project area shall be done by contractors for OSM, and OSM is without authority to assume the risk of injury to persons or damage to persons or

property resulting from the action of the contractors, but OSM shall require contractors performing the work on the property to obtain and keep in force liability insurance.

It is further understood that OSM is unable to make repairs to structures for any mine related damages. However, upon completion of the reclamation work, the property shall be restored to a condition judged to be safe and acceptable to the Contracting Officer's Representative.

Execution of this Consent for Right of Entry does not obligate the Government to perform any part of the contemplated or proposed reclamation work. By executing this Consent for Right of Entry neither the Municipal Authority nor the United States Government waive any rights conferred by operation of Title IV of the SMCRA.

The undersigned certifies that he/she has full authority to sign the Consent for Entry on behalf of said municipal authority; that the Consent for Entry was duly signed for and on behalf of said municipal authority and is within the scope of its governing body and legislative powers.

IN WITNESS WHEREOF, the undersigned representative for the municipal authority has caused

this Consent for Right of Entry to be executed this _____ day of _____, 20____.

_____ BY: _____

WITNESS

Corporate seal Title: _____

If appropriate

ADDRESS: _____

_____

PHONE: _____

Vaughn P. Girol
REPRESENTATIVE ON BEHALF OF

THE

U.S. DEPARTMENT OF THE

INTERIOR

OFFICE OF SURFACE MINING
RECLAMATION AND

ENFORCEMENT

Phone: (412)937.2819
email: vgirol@osmre.gov

TOWNSHIP OF WILKINS

RESOLUTION NO. 23-09

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 790, an Ordinance providing for audit of Township accounts by an independent auditor on December 11, 1989; and

WHEREAS, said Ordinance 790 requires the appointment of an auditor by Resolution on an annual basis; and

WHEREAS, it is the desire of the Board of Commissioners of the Township of Wilkins to appoint Robert J. Tomasic as auditor for the Township of Wilkins for the year 2010.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that Robert J. Tomasic is hereby appointed to the post of Independent Auditor for the year 2010.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 14th day of December, 2009.

TOWNSHIP OF WILKINS

By: _____
William G. Wilson
Chairman

ATTEST:

_____
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 1-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, RECOGNIZING THE CONTRIBUIONS OF WILLIAM G. WILSON

WHEREAS, William George Wilson, Junior, having served the Township of Wilkins for forty-five years, has chosen to retire from public service; and

WHEREAS, Mr. Wilson, a life-long resident of Wilkins Township, graduated from Turtle Creek High School in 1959 and went on to serve as a United States Marine from 1960 until 1964, when he was honorably discharged; and

WHEREAS, Mr. Wilson was subsequently hired as a patrolman by Wilkins Township in 1964, where he served as a patrolman (1964-1966 and 1976-1997), a Corporal (1966-1976) and as Chief of Police (1997-2000); and

WHEREAS, during his tenure as a police officer with Wilkins Township, Mr. Wilson attained his Associates of Science Degree in Police Science and Administration (1971), was named Citizen of the Year by the Churchill Progress (1983) and received many commendations and awards, including a commendation from the United States Marines for his involvement in the Toys for Tots program; and

WHEREAS, following his retirement as Chief of Police in 2000, Mr. Wilson successfully ran and was elected to the post of Wilkins Township Commissioner in 2002 and again in 2006 and served as Chairman of the Board from 2004-2005 and from 2008-2009; and

WHEREAS, Mr. Wilson has admirably served the Township of Wilkins with competence, dedication, dignity and honor and the Board of Commissioners of the Township, and the residents whom we serve are grateful for his contribution of over more than forty-five years of public service.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that we proudly commend, honor and congratulate this extraordinary and generous individual on a very successful career and wish him well in his retirement.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 4th day of January, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 2-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 09-2009, TO INCREASE THE FEE FOR PARK AND PAVILION RENTALS.

WHEREAS, the Township requires fees for various permits and services; and

WHEREAS, rental fees for parks and pavilions requires adjustment due to increasing wage, benefit and utility expenses.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins do hereby resolve that Resolution 09-2009 is hereby amended as follows:

IX. FEES FOR DEPARTMENT OF PUBLIC WORKS SERVICES

C. **Rental of Township Parks and Recreation Services:**

1. The picnic facilities in the various park pavilions are provided for use by families, local businesses, and organizations. Picnic facilities are not to be provided to groups, unless the group has made previous reservation for the site, including the time of arrival and departure. The individual or group must have a permit in its possession signed by a Department Official.

2. The possession and consumption of alcoholic beverages will be permitted inside the pavilion and picnic shelter in the parks. Prior to transporting alcoholic beverages into a park pavilion or shelter, a permit identifying the group reserving the shelter must be obtained and be in the permittee's possession at the time of consumption.

3. All park pavilions and shelters.
   a) Single Date Usage - $80.00 per date.
   b) Clean up Deposit - $75.00 per date.

4. Seventy-five Dollars of the clean up deposit shall be refundable if the picnic grounds and toilet facility are found to be free of debris, with trash either removed from the site or placed in the trash can provided. All permit holders should supply own plastic bags for clean up. If the Township personnel spend time cleaning an area, other than emptying trash cans that time shall be deducted from the remaining Seventy-five Dollar deposit and the balance, if any, returned to the applicant.

5. No permit fee shall be returned unless the Department of Parks and Recreation received request of cancellation of the permit at least thirty (30) days prior to the date of the permit. In the event of an emergency, the Manager reserves the right of decision. Weather is not considered due cause for cancellation.

6. Alcohol consumption permits are strictly issued under the provision of the applicable Ordinance.

7. No permit fee shall be required from non-profit corporations, volunteer firemen, veteran associations, church organizations, Boy Scouts, Girl Scouts and entities similar to those listed above, provided the entity is registered as headquartered in the Township of Wilkins.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 25th day of January, 2010.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, Chairperson

TOWNSHIP OF WILKINS

RESOLUTION NO. 03-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, RESOLVING TO PROVIDE A FIDELITY BOND FOR THE TOWNSHIP TREASURER, COVERING ALL RESPONSIBILITIES FOR THE FULL TERM OF OFFICE, AS REQUIRED BY THE FIRST CLASS TOWNSHIP CODE.

WHEREAS, the First Class Township Code, Act of June 24, 1931 (P.L. 1206, No. 331), reenacted and amended May 27, 1949 (P.L. 1955, No. 569), as amended, Article VIII, Section 801, requires the treasurer of each township to give a fidelity bond to the Commonwealth in a sum to be prescribed by ordinance or resolution and at least equal to fifty per centum of the probable amount of the annual township tax.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves as follows:

SECTION I. The Township Treasurer shall provide a fidelity bond in an amount not less than fifty (50) percent of the annual duplicate $1,583,818.96 (based on the 2010 Certified Assessment Valuation of 350,945,924 multiplied by the Township's millage of 4.513).

SECTION II. The surety company must be authorized to do business in Pennsylvania and rated A or better by Bests.

SECTION III. The bond shall cover the Treasurer's responsibilities as township treasurer, as well as collector of township and school taxes.

SECTION IV. The bond shall cover all the treasurer's responsibilities for the full term of office but may be renewed annually.

SECTION V. The Township and school district shall share the cost of the bond premium in proportion to the amount of taxes in its duplicate.

SECTION VI. The bonding shall comply with the Local Tax Collection Law, Section 4 and the First Class Township Code, Section 801.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 22nd day of February 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 04-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING, ADOPTING AND PLACING INTO IMMEDIATE EFFECT THE EMERGENCY OPERATIONS PLAN

WHEREAS, Section 7503 of the Pennsylvania Emergency Management Services Code, 35 Pa. C.S. Section 7101 et seq., mandates that Wilkins Township prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within this Township; and

WHEREAS, in response to the mandate stated above, this Township has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS, this Township has also prepared an emergency operations plan in order to reduce the potential effects of a major emergency or disaster and to protect the health, safety and welfare of the residents of this Township.

NOW, THEREFORE, we the undersigned Commissioners of the Township of Wilkins do hereby approve, adopt and place into immediate effect the Emergency Operations Plan of Wilkins Township. This Plan shall be reviewed every two years to make certain that it conforms to the requirements of the Allegheny County Emergency Operations Guidelines.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 22nd day of February 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

PROMULGATION

THIS PLAN WAS ADOPTED BY THE BOARD OF COMMISSIONERS OF WILKINS TOWNSHIP UNDER RESOLUTION NO. 4-10 DATED FEBRUARY 22, 2010. IT SUPERCEDES ALL PREVIOUS PLANS.

Sylvia Martinelli, President

Rebecca Bradley, Secretary

N. Leonard Hill,
Emergency Management Coordinator

EMERGENCY OPERATIONS PLAN (EOP)

FOR

Wilkins Township

(Name of Municipality)

in Allegheny County

February **2010**
(Month) **(Year)**

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RECORD OF CHANGES/UPDATES

CHANGE NUMBER	DATE OF CHANGE	DATE ENTERED	CHANGE MADE BY (Signature or initials)

PROMULGATION

THIS PLAN WAS ADOPTED BY February 22, 2010 (elected officials) UNDER RESOLUTION NO. 4-10 DATED 2-22-10. IT SUPERCEDES ALL PREVIOUS PLANS.

Sylvia A. Martinelli
(Chief Elected Official)

_____
(Secretary)

(NAME) _____
Municipal Emergency Management Coordinator

1. PURPOSE

The purpose of this plan is to prescribe those activities to be taken by municipal government and other community officials to protect the lives and property of the citizens in the event of a natural, technological or terrorism emergency or disaster and to satisfy the requirements of the Pennsylvania Emergency Management Services Code, (35 Pa. C.S. Section 7101 et seq.), as amended, to have a disaster emergency management plan for the municipality.

2. SITUATION AND ASSUMPTIONS

A. The community is subject to a variety of hazards. According to the county Hazard Vulnerability Analysis, the most likely and damaging of these are:

_____.

B. Historically, certain areas and populations are more vulnerable to the effects of these hazards. These are:

_____.

C. Training, response checklists and other accompanying documents are based on the statements in 2A. & B. of this plan.

D. Adjacent municipalities and other governments will render assistance in accordance with the provisions of intergovernmental and mutual aid support agreements in place at the time of the emergency.

E. When municipal resources are overwhelmed, the county Emergency Management Agency (EMA) is available to coordinate assistance and help satisfy unmet needs. Similarly, if the county requires additional assistance, it can call on mutual aid from adjacent counties, its counter terrorism task force, or from the Commonwealth of Pennsylvania. Ultimately, the Commonwealth can ask the federal government for assistance in dealing with a major disaster or emergency.

3. CONCEPT OF OPERATIONS/CONTINUITY OF GOVERNMENT

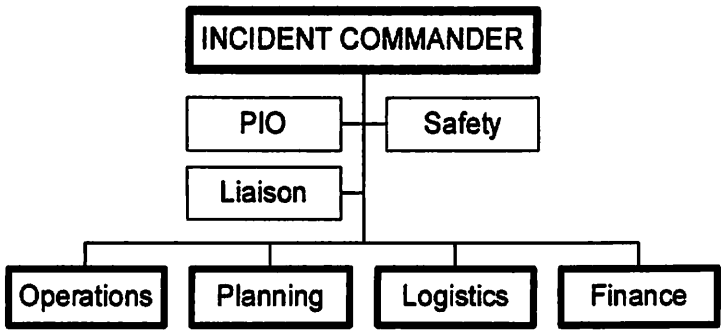
A. The (Board of Commissioners/Board of Supervisors/City Council/Borough Council) is responsible for the protection of the lives and property of the citizens. It exercises primary supervision and control over the four phases of emergency management (mitigation, preparedness, response and recovery) and activities within the municipality.

B. A municipal Emergency Management Coordinator (EMC) is appointed by the governor and shall act on behalf of the elected officials. An Emergency Operations Center (EOC) has been designated by the municipality, and may be activated by the EMC or the elected officials during an emergency.

C. This plan embraces an "all-hazards" principle: that most emergency response functions are similar, regardless of the hazard. The EMC will mobilize resources and personnel as required by the emergency situation.

D. The EMC and elected officials will develop mutual aid agreements with adjacent municipalities for reciprocal emergency assistance as needed.

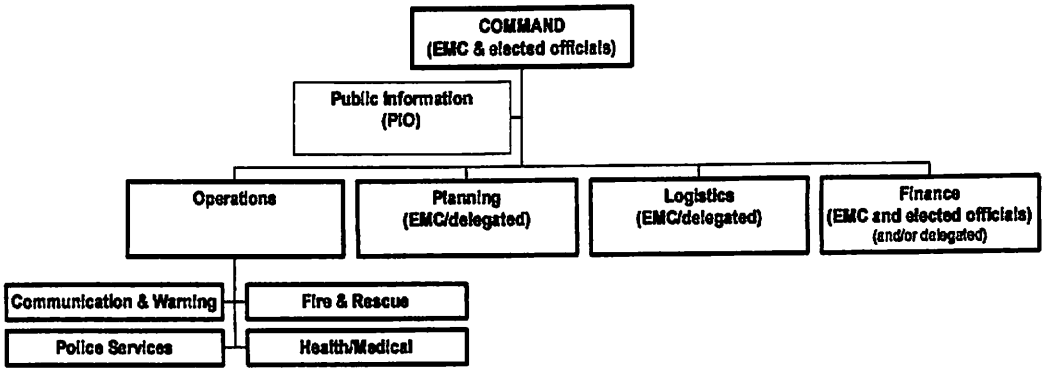
E. Whenever possible, emergency response by the municipal government will follow the Incident Management System (IMS) delineated below.



1. The Incident Commander (IC) at the incident site will be from fire, police, or emergency medical services, dependent upon the nature of the incident.
2. The ICS should have:
   a) a manageable span of control (3 to 7 staff; optimum is 5);
   b) personal accountability (each person reports to only one person in the chain of command); and
   c) functional positions staffed only when needed (responsibilities for any positions that are not staffed remain with the IC).

   When the municipal EOC is activated, the EMC or designee will coordinate between the IC and the county EMA. Whenever possible, and to ensure consistency with operations at the incident site, the EOC will also follow an incident command structure. The EMC will assume the role of Command and, initially, all of the remaining roles. As additional staff arrives at the EOC, the EMC may delegate activities to them. Suggested EOC configuration is:

Deleted: .



F. Continuity of government procedures are specified in the Elected Officials checklist.

G. When the EMC receives notice of a potential emergency from the federal Homeland Security Advisory System or from National Weather Service watches and warnings, partial activation of the EOC in preparation for the emergency will be considered.

4. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. COMMAND

Elected Officials:

1. Are responsible for establishing a municipal emergency management organization;
2. Provide for continuity of operations;
3. Establish lines of succession for key positions;
4. Designate departmental emergency operating centers and alternatives;
5. Prepare and maintain this EOP in consonance with the county Emergency Operations Plan;
6. Establish, equip and staff an EOC;
7. Recommend an EMC for appointment by the governor who may act on their behalf, if necessary;
8. Issue declarations of disaster emergency if the situation warrants; and
9. Apply for federal post-disaster funds, as available.

Emergency Management Coordinator:

1. Prepares and maintains an EOP for the municipality subject to the direction of the elected officials; reviews and updates as required;
2. Maintains coordination with the county EMA, and provides prompt information in emergencies, as available;
3. In coordination with the county EMA, identifies hazards and vulnerabilities that may affect the municipality;
4. Identifies resources within the municipality that can be used to respond to a major emergency or disaster situation and requests needed resources from the county EMA;
5. Develops and maintains a trained staff and current emergency response checklists appropriate for the emergency needs and resources of the community;

6. Mobilizes the EOC and acts as the Command function within the EOC during an emergency;
7. Compiles cost figures for the conduct of emergency operations above normal operating costs; and
8. Attends training and workshops provided by the county and other sources to maintain proficiency and currency in emergency management and emergency response planning and procedures.

B. PUBLIC INFORMATION

Public Information Officer:

1. Develops and maintains the checklist for the Public Information function;
2. Assists in the development, review and maintenance of the EOP;
3. Responds to the EOC or the field, as needed;
4. Coordinates public information to the media; and
5. Advises elected officials and the EMC about Public Information activities.

C. OPERATIONS

Communication and Warning Officer:

1. Develops and maintains the checklist for the Communications and Warning function;
2. Assists in the development, review and maintenance of the EOP;
3. Trains staff members on the operation of communications system;
4. Ensures ability to communicate between the EOC, field operations and the county EMA;
5. Assists with notification of citizens of the municipality;
6. Responds to the EOC or the field, as needed; and
7. Advises elected officials and the EMC about Communications activities.

Fire and Rescue Officer:

1. Develops and maintains the checklist for the Fire & Rescue function;
2. Assists in the development, review and maintenance of the EOP;
3. Responds to the EOC or the field, as needed;
4. Coordinates fire and search and rescue services;
5. Coordinates decontamination and monitoring of affected citizens and emergency workers after exposure to chemical or radiological hazards;
6. Assumes primary responsibility for route alerting of the public;
7. Assists with evacuation of affected citizens, especially those who are institutionalized, immobilized or injured;
8. Provides for emergency shutdown of light and power;
9. Provides emergency lights and power generation;
10. Assists in salvage operations and debris clearance, and
11. Advises elected officials and the EMC about fire and rescue activities.

Police Services Officer:

1. Develops and maintains the checklist for the Police Services function;
2. Assists in the development, review and maintenance of the EOP;
3. Responds to the EOC or the field, as needed;
4. Coordinates security and law enforcement services;
5. Establishes security and protection of critical facilities, including the EOC;
6. Provides traffic and access control in and around affected areas;
7. Assists with route alerting and notification of threatened population;
8. Assists with the evacuation of affected citizens, especially those who are institutionalized, immobilized or injured;
9. Assists in the installation of emergency signs and other traffic movement devices;
10. Assists in search and rescue operations; and
11. Advises elected officials and the EMC about Police Services operations.

Health/Medical Officer:

1. Develops and maintains the checklist for the Health/Medical Services function;
2. Assists in the development, review and maintenance of the EOP;
3. Responds to the EOC or the field, as needed;
4. Maintains a listing of hearing impaired, handicapped and special needs residents, providing copies to municipal and county EMAs;
5. Coordinates emergency medical activities within the municipality;
6. Coordinates institutional needs for transportation if evacuation or relocation becomes necessary for hospitals, nursing homes, day care and adult care facilities;
7. Coordinates medical services as needed to support shelter operations;
8. Assists in search and rescue operations;
9. Assists in mortuary services;
10. Assists in provisions of inoculations for the prevention of disease; and
11. Advises elected officials and the EMC about Health/Medical Services activities.

D. PLANNING **(EMC or as delegated)**:

1. Collects, evaluates and provides information about the incident;
2. Determines status of resources;
3. Establishes information requirements and reporting schedules;
4. Supervises preparation of an Incident Management Plan; and
5. Assembles information on alternative strategies.

E. LOGISTICS **(EMC or as delegated)**:

1. Provides materials, services and facilities in support of the emergency;
2. Develops procedures for rapidly ordering supplies and equipment and to track their delivery and use; and
3. Participates in the preparation of the Incident Management Plan.

F. FINANCE **(EMC, elected officials and/or as delegated):**

1. Maintains oversight of all financial and cost analysis activities associated with the emergency; and
2. Tracks costs and personnel time records.

5. REFERENCES

A. The Pennsylvania Emergency Management Services Code 35 Pa. C.S. Section 7101-7707, as amended

B. Pennsylvania Emergency Management Agency, "Commonwealth of Pennsylvania Multi-Hazard Identification and Risk Assessment," July, 2000

C. Commonwealth of Pennsylvania, Emergency Operations Plan, as re-promulgated on October 12, 2001

D. _____ County Emergency Operations Plan, _____, 20__

E. _____ County, Hazard Vulnerability Analysis, _____, 2000

6. ACCOMPANYING DOCUMENTS

A. Emergency Response Checklists

B. (name of municipality) Notification and Resource Manual

POSSIBLE EMERGENCY SHELTER LOCATIONS

- Wilkins Municipal Building and/or Community Center (behind municipal building).
- Wilkins Elementary School (unconfirmed).
- Wilkins Township Volunteer Fire Companies Fire Stations. (Station #4 not handicapped accessible, second floor is by stairway access only).
- Social Hall of Bricklayers & Allied Craftworkers, Kingston Drive. (Unconfirmed).

HEAVY SNOW STORMS

- When the DPW can no longer keep up with the snow, the COUNTY dispatch center is to be requested to activate the three Wilkins Volunteer Fire Companies for standby service in their respective stations.

HEAVY RAIN STORMS

- When PD notices that any stream or streams are running high and in potential danger of overflowing their banks (flooding), the COUNTY dispatch center is to be requested to alert all three fire companies to standby in quarters.
- VFC #1, Railroad Street station, at any possible sign of high water is to relocate equipment to higher ground, most likely the municipal building and parking lot.

Guidance for REP municipalities

A cursory review of a handful of municipal REP plans has shown that they generally align with the new minimum standard municipal plan.. What many of them do not reference, however, is the homeland security issues we've tried to build into the new plan:

- Incident Command System (ICS)
- Continuity of Government (line of succession and preservation of records – this is accomplished via the checklists)
- Alternate EOCs (also via the checklists)

If you can incorporate these issues into your planning, plans and checklists over the next review period, your REP plans will be considered current.

TOWNSHIP OF WILKINS

RESOLUTION NO. 05-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR A GRANT THROUGH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES (DCNR) COMMUNITY CONSERVATION PARTNERSHIP PROGRAM (C2P2) AND AUTHORIZING THE APPROPRIATE OFFICIALS TO SIGN THE GRANT AGREEMENT SIGNATURE PAGE

WHEREAS, the Township of Wilkins desires to undertake development of Lions Park as outlined in the Master Site Plan developed by HRG, Inc., and the Lions Park Study Committee; and

WHEREAS, THE Township desires to receive a grant from the Department of Conservation and Natural Resources for the purpose of carrying out this project; and

WHEREAS, the application package includes a document entitled "Terms and Conditions of Grant" and a document entitled "Grant Agreement Signature Page; and

WHEREAS, the applicant understand that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the applicant and the Department if the applicant is awarded a grant; and

NOW, THEREFORE, it is resolved that:

1. The "Grant Agreement Signature Page" may be signed on behalf of the applicant by the Official who, at the time of signing has TITLE of President of the Board of Commissioners.

2. If this Official signed the "Grant Agreement Signature Page" prior to passage of this Resolution, this grant of authority applies retroactively to the date of signing.

3. If the applicant is awarded a grant, the "Grant Agreement Signature Page," signed by the above Official, will become the applicant/grantee's executed signature page for the Grant Agreement, and the applicant/grantee will be bound by the Grant Agreement.

4. Any amendment to the Grant Agreement may be signed on behalf of the grantee by the Official who, at the time of signing of the amendment, has the TITLE specified in paragraph 1 and the grantee will be bound by the amendment.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of March 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli

Sylvia J. Martinelli
Chairman

ATTEST:

Rebecca Bradley

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 6-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, TO ADOPT AN AMENDMENT TO THE MANUAL OF RULES AND REGULATIONS GOVERNING THE OPERATION OF THE TOWNSHIP POLICE DEPARTMENT AND DEFINING THE DUTIES OF THE POLICE DEPARTMENT EMPLOYEES.

The Board of Commissioners of the Township of Wilkins pursuant to the authority of the First Class Township Code hereby resolves as follows:

SECTION I: The Board of Commissioners hereby adopts an Amendment to the Manual of Rules and Procedures containing policies, procedures and regulations governing the operation of the Township Police Department and defining the duties of the Police Department employees.

SECTION II: The amendment to the Manual of Rules and Procedures is contained in a new section, 15.08. The Manual of rules and Procedures as amended, and this Resolution are incorporated herein by reference hereto and made a part hereof.

SECTION III: The Manual shall be issued to all employees of the Police Department in the manner set forth in the Manual.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of April, 2010.

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, Chairwoman

ATTEST:

Rebecca Bradley, Manager

15.08.0 **A CHILD IS MISSING ALERT PROGRAM**

15.08.1 **PURPOSE**

15.08.2 The purpose of this policy is to establish an orderly and uniform process for the use of **A Child Is Missing Alert** Program.

15.08.3 **POLICY**

15.08.4 The first several hours after a child, elderly, or disabled person is reported missing can be critical to the successful outcome of the case. **A Child Is Missing Alert** program (ACIMA) is a valuable tool for law enforcement if used properly. **A Child Is Missing Alert** will generate telephone calls to local residents within fifteen (15) minutes after initiation by law enforcement. It is the policy of the Wilkins Township Police Department to utilize **A Child Is Missing Alert** only for missing children, elderly, and disabled persons whenever the criteria of the following procedures are met. **A Child Is Missing Alert** is an additional tool for law enforcement. It does not replace or preclude a thorough investigation and/or search by law enforcement officers in the field.

15.08.5 Missing Persons

15.08.6 a. Whenever an officer receives a report of a missing person, the case will be investigated without delay.

15.08.7 b. If the missing person is a child (0-20), an elderly person (with Alzheimer's) or a disabled person (in danger) the investigating officer may immediately notify **A Child Is Missing Alert.**

15.08.8 c. All other circumstances would need approval for the use of **A Child Is Missing Alert.**

15.08.9 Factors For Determining the Use of **A Child Is Missing Alert:**

15.08.10 a. Juveniles:

15.08.11 1. The juvenile should be 20 years or younger.

15.08.12 2. The reporting person must be an adult family member, teacher or another adult who is responsible for the child/individual.

15.08.13 3. If the child is a habitual runaway, **A Child Is Missing Alert** would be used only if foul play is suspected.

15.08.14 4. A first-time runaway should be called on.

15.08.15 5. Stranger abduction prior to calling the Amber Alert.

15.08.16 b. Senior Citizens:

15.08.17 1. The person must be sixty-five (65) years of age or older.

15.08.18 2. Being missing must be out-of-character for the elderly person.

15.08.19 3. **A Child Is Missing Alert** will be used even if an elderly person Is a frequent walk away from a nursing facility.

15.08.20 4. Known Alzheimer's patient.

15.08.21 c. Disabled Person:

15.08.22 1. There is no age stipulation for a disabled person.

15.08.23 2. Caution must be used when determining whether a person is truly disabled because there are many definitions of a disabled person. For purposes of the guideline, a disabled person will fall into one of the following categories:

15.08.24 (a). The person has a physical or mental impairment that severely limits self-care.

15.08.25 (b). The person is disoriented or unable to respond to simple questions.

15.08.26 (c). The person is dependent upon life sustaining medication or unconscious.

15.08.27 (d). The approving supervisor may take into account exigent circumstances that may influence using **A Child Is Missing Alert** even if the person is a habitual runaway. Examples of these circumstances are: suspected foul play, imminent severe weather, etc.

15.08.28 <u>Using **A Child Is Missing Alert**</u>

15.08.29 a. When the decision to use **A Child is Missing** has been made, the investigating officer will immediately call **A Child Is Missing** at 1-888-875-2246.

15.08.30 b. Suggested calling times are from 0700 to 2230. Calls can be placed after 2230 if extenuating circumstances exist.

15.08.31 c. The investigating officer will supply the phone number to County Dispatch to **A Child Is Missing Alert** for the public to contact with information about the missing person. County Dispatch will also be advised that **A Child Is Missing Alert** will be working on the case with the officer.

15.08.32 <u>Investigating Information Received from **A Child Is Missing:**</u>

15.08.33 a. Information received from a citizen concerning the missing person or a possible sighting of the missing person will be relayed to the officer in charge of the case. After evaluation, the officer will take the appropriate action.

15.08.34 b. If a sighting of the missing person is confirmed, the officer may want to consider using **A Child Is Missing Alert** again using the most recent known location in the notification of residents. This is particularly important if the sighting location is in a different Zip Code then the original report.

15.08.35 <u>Follow-Up Investigation:</u>

15.08.36 a. **When the missing person is found, the officer on the scene will call A Child Is Missing to report the recovery.** A "Case Follow-Up Report" will be faxed to the officer. The officer will fill out the report And fax it back to **A Child Is Missing** (954-763-4569).

15.08.37 b. If the person is not found by the conclusion of the officer's shift, he shall pass the case on to the next shift and make them aware that **A Child Is Missing Alert** is working with them on the case and, if additional calls are necessary, **A Child Is Missing Alert** will know what areas have been called and can assist the officer in further searches.

TOWNSHIP OF WILKINS

RESOLUTION NO. 07-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF A LETTER OF INTENT WITH THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT, GOVERNOR'S CENTER FOR LOCAL GOVERNMENT SERVICES TO REQUEST TECHNICAL SERVICES IN THE FORM OF A REGIONAL POLICE CONSOLIDATION STUDY

WHEREAS, the Township of Wilkins desires to work with surrounding municipalities, including Churchill Borough and Forest Hills Borough in the development of a plan for police consolidation; and

WHEREAS, the Township desires to seek technical assistance from the Department of Community and Economic Development to perform a study of this proposed consolidation.

NOW, THEREFORE, be it resolved and it is hereby resolved that the appropriate Township officials are authorized to execute a "Letter of Intent" between the Township of Wilkins and the Commonwealth of Pennsylvania, Department of Community and Economic Development, Governor's Center for Local Government Services to request technical assistance in the provision of a police regional consolidation study.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of April, 2010.

TOWNSHIP OF WILKINS

By: _____
Sylvia J. Martinelli
Chairwoman

ATTEST:

_____
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 8-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING REBECCA BRADLEY, MANAGER, TO EXECUTE FOR AND IN BEHALF OF WILKINS TOWNSHIP ALL REQUIRED FORMS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT.

WHEREAS, the Pennsylvania Emergency Management Agency (PEMA) requires the Township to designate an agent for the purpose of obtaining financial assistance for the 2010 Snow Storm.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins do hereby resolve that Rebecca Bradley, Manager, is the Township's designated agent and hereby authorize the completion, execution and submission of the PEMA DAP-2 attached hereto and made a part hereof.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 26th day of April, 2010.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, Chairperson

TOWNSHIP OF WILKINS

RESOLUTION NO. 9-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 09-2009, AS AMENDED BY RESOLUTION NO. 2-2010 TO ADD A FEE FOR COMMUNITY CENTER RENTALS.

WHEREAS, the Township requires fees for various permits and services; and

WHEREAS, the Board of Commissioners wishes to establish rental fees and rules and regulations for the Community Center.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins do hereby resolve that Resolution 09-2009, as amended by Resolution 2-2010 is hereby amended as follows:

IX. FEES FOR DEPARTMENT OF PUBLIC WORKS SERVICES

D. **Rental of Township Community Center**

1. The fee to rent the Township Community Center is $125.00 per event. In addition, a reimbursable security deposit in the amount of $100.00 is required.

2. Other terms and conditions for rental of the Township Community Center are listed in the "Wilkins Township Community Center Rental Information" booklet which is attached hereto and made a part hereof as if recited in its entirety.

3. Wilkins Township Community Groups and Non-profit entities are exempt from the payment of rental fees. Groups wishing to hold fundraising events for individual political candidates will be required to pay the rental fee.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 14th day of June, 2010.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, Chairperson

Wilkins Township Community Center

Rental Information

Township of Wilkins
110 Peffer Road
Turtle Creek, PA 15145

Phone: 412-824-6650
Fax: 412-824-3808
www.wilkinstownship.com

Reservations:

Booking the Community Center for your event is easy. Just follow these 3 simple steps:

1. **Determine whether you wish to rent the facility.**

	Capacity with Chairs	Capacity with Chairs & Tables
Room A: 22'X25':	77	36
Room B: 32'X52':	240	112

   - Online – View more information about the Community Center on our website at: http://www.wilkinstownship.com/Rentals
   - By Telephone – Call Township office
   - In Person – Call ahead; schedule a visit to the facility.
   - By Email – Send an email to Mae Franc at: maefranc@wilkinstownship.com

2. **Complete the paperwork and submit your request.**

   Complete the forms listed below and mail, fax, email or deliver them in person to the facility. Forms may also be found on the Township's website.

   - Facility Use Request Form

3. **Finalize your reservation**

   Once we receive your paperwork and payment, we will contact you by phone or email within two business days to confirm your reservation, review any special requests, and finalize your reservation.

Indoor facilities may be reserved up to 11 months in advance of your event. Note: Wilkins Township residents may reserve indoor facilities up to 12 months in advance. It is recommended that you make reservations a minimum of 30 days prior to your event. All applicants must be at least 21 years of age or older and must be present throughout the entire use of the facility. The person signing the reservation form will be considered the responsible party in case of damage, theft or disturbance during facility use.

When booking your event, you must include enough time needed for delivery of any supplies, to set-up and decorate, and for clean-up. Please plan ahead when scheduling your event as over-time charges for staff and facility use will be billed at twice the regular hourly rate.

Rental Fees & Payment:

The fee to rent the Community Center is $125.00 per event. Payment of 100% of the rental fee, is due when your reservation is booked. Rental time from beginning to end may not exceed seven hours.

The Township accepts cash, checks, certified cashier checks and money orders. Requests received less than 14 days prior to an event must pay in the form of cash, certified cashier check or money order.

Security Deposit:

In addition to the rental fees, all facility rentals are charged a security deposit of $100.00. Security deposits are 100 % refundable provided the following conditions are met:

- The room and facility (including outside) are left in a clean and orderly condition.
- Use of the area does not exceed the scheduled time.
- Additional staff time is not required as part of the rental.
- All equipment is accounted for and undamaged.
- Damage to the area or its contents has not occurred.

If the above conditions are not met to the satisfaction of Township staff, an appropriate fee will be deducted from the security deposit. Please plan ahead when scheduling your event as over-time charges for staff and facility use will be billed at twice the regular hourly rate. If the cost of cleaning and/or repair of the facility exceeds the amount of the security deposit, the rental group will be billed

for those additional costs. A Cleaning Fee will be charged for the cleaning time. Repairs will be billed at the full replacement cost incurred, including labor charges.

Security deposits will be refunded by check within 30 days following the event.

Cancellation and Rescheduling Policy:

All reservation cancellations must be made in writing (email is acceptable).

- Cancellations made 30 or more days prior to the event will result in a full refund of the rental fees paid.
- Cancellations made 14-29 days prior to the event will result in a charge of 50% of the rental fees paid.
- Cancellations made 0-13 days prior to your event will result in no refund of the rental fees.

Requests to change the time or date of an event will be accepted in writing. Approval for a change is subject to facility and staff availability. Additional rental fees must be paid in full at the time of the change.

The Township, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the Township is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The Township will attempt to give you reasonable notice of the cancellation.

Set-Up & Take Down

It is the responsibility of the renter to set-up as desired, including moving portable furnishings and setting up tables and chairs. Please move all furnishings back to their original position before leaving the facility. Use caution when making changes to the room set-up so that floors and walls are not damaged. Renters are required to use table coverings to protect tables from wet foods and art supplies that may stain tables.

The Township will not be liable for any personal injuries or damage to personal property resulting from your set-up and take down activities.

All items brought into the facility by the renter must be removed by the end of the rental period. Renters must remove all food, materials, non-Township equipment, decorations and garbage.

Cleaning of chairs and tables at the conclusion of your event is your responsibility. Tables stained as a result of your use will be assessed a cleaning or replacement fee.

Your event rental period needs to include the time required for delivery of equipment and supplies and to complete your room set-up, any decorating, and clean up. Be sure to consider this when requesting your event rental time.

The general rule of thumb and expectation is to leave the facility in the same or better condition than you found it.

Prior to Your Event:

Please arrange an appointment with facility staff to get a tour, receive a facility orientation, and answers to all of your event related questions. Appointments are subject to staff availability.

Day of Your Event:

Bring your approved "Facility Rental Contract/Permit" with you on the day of your event.

On the Day of your event, the facility will be open to you at the time specified on your Rental Contract/Permit. If the facility is not open and staff has not arrived at the time specified, please contact Police Dispatch at 412-473-3056.

Conclusion of Your Event:

At the conclusion of your event, you are required to complete a "Facility Inspection Checklist" and submit it to facility staff. It is your responsibility to properly dispose of trash and leave the facility clean and intact. Staff will assist you in locating cleaning supplies and the dumpster.

Loading, Delivery & Storage:

You must arrange for deliveries to occur during your rental period. Delivery is available through the main building entrances unless otherwise noted. Do not block building entrances. Facility staff are not authorized to sign for your deliveries and due to space and security concerns, items cannot be stored for your event.

If you plan to have furniture or equipment delivered, please discuss the appropriateness and details with staff at least 2 weeks prior to your event. Consult with facility staff regarding designated delivery areas, access and parking considerations.

Food & Beverages:

Food and beverages are welcome at all facilities. Use of kitchen appliances and/or equipment must be approved during the reservation process. Renters are responsible for the care and condition of any equipment being used and must clean all equipment used.

Food:

Renters have the option of bringing in their own food, having food prepared off-site and delivered to the facility, or having the event catered.

Absolutely no deep-frying or frying in oil is permitted.

All food and trash from the event must be disposed properly by the renter in the dumpster provided, if available, or removed from the premises.

Catering:

If your event has a caterer who prepares and/or serves food on site, individually or buffet-style, then there are additional requirements. The Township of Wilkins allows renters to bring in the caterer of their choice. Caterers are responsible for cleaning any areas used prior to leaving or the renter will be billed for cleaning services. The following requirements apply to catered events:

- The caterer must apply for a Wilkins Township Business License and pay the applicable tax for the event. Caterers should contact the Municipality of Monroeville, Wilkins Township Business Tax Collector at 412-856-3347 for additional information and payment.

- A certificate of insurance naming the Township of Wilkins as additional insured with $1 million General Liability Coverage must be submitted and approved on file a minimum of 5 business days prior to your event.

Beverages:

Alcohol, including beer, wine, and champagne is prohibited on Township property.

Decorations:

Please leave the building as you found it or better! You may bring freestanding decorations into the facility and are responsible for removing them at the conclusion of your event. Please be advised of the following:

- The use of staples, nails, tacks or tape to attach decorations to walls is prohibited. Hanging decorations from light fixtures is prohibited.

- Fog/Smoke machines, dry ice, rice, birdseed, confetti, dance wax, etc., are not allowed.
- We invite you to bring helium balloons by attaching groupings of helium balloons to a weighted object.

Flammable Materials

The use of flammable materials is regulated by the Township of Wilkins Fire Department. In compliance with the Township Fire Code, flaming food is not permitted at indoor facilities. Additionally, fireworks are prohibited in the Township and cannot be used at our facility. Fuel canisters for warming food and votive and tea light candles that are contained and will not tip over are allowed.

Smoking:

The Township of Wilkins indoor facilities are smoke and tobacco free. If you or your guests wish to smoke, please make sure all smoking takes place away from building entrances/exits and windows/vents that open to the inside of the building. The Township of Wilkins reserves the right to enforce local and state laws and in its sole discretion may call the police, terminate your event, or take other steps to ensure compliance with the law. You are responsible for ensuring that outdoor areas are clear of all smoking debris at the conclusion of your event, and a failure to do so may result in a deduction from your security deposit.

Township Codes and Ordinances:

All relative Township of Wilkins Codes & Ordinances will be in effect and enforced at all Township of Wilkins facilities. There are regulations governing sound and noise levels, pet, animals, parking, vehicle access, etc.

Codes can be viewed online at: http://www.wilkinstownship.com

The Township of Wilkins reserves the right to terminate your event if Township staff, in good faith, perceives that you or your guests pose a risk to the safety of persons or property on the premises or that you or your guests are violating local, state or federal laws. Upon verbal notice from Township staff or the police that your event is being terminated, you and your guests must leave the premises immediately, and you will not receive a refund of your rental fee. You will be responsible for the prompt removal of any personal items brought to your event.

Noise volume must be contained within the boundaries of the building. This rule will be strictly enforced. If you fail to comply with this rule, the police may be called and you may be issued a Civil Noise Infraction.

Items not included will be determined on a case-by-case basis.

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 10-2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WILKINS AND THE PITTSBURGH BRIDGE ASSOCIATION FOR THE PURPOSE OF DEFINING THE TERMS AND CONDITIONS OF THE RENTAL OF ROOMS LOCATED WITHIN THE MUNICIPAL BUILDING FOR THE PURPOSE OF HOLDING BRIDGE GAMES.

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania desires to enter into a Memorandum of Understanding with the Pittsburgh Bridge Association for the purpose of defining the terms and conditions of the rental of rooms located within the Township's municipal building for the purpose of holding bridge games; and

WHEREAS, the Memorandum of Understanding is attached and made a part of this Resolution by reference hereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Memorandum of Understanding between the Township of Wilkins and the Pittsburgh Bridge Association is hereby adopted.

RESOLVED AND ADOPTED this 12th day of July, 2010.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
Chairwoman, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2010 by and between the Pittsburgh Bridge Association (hereinafter referred to as "PBA"), and the Township of Wilkins (hereinafter referred to as "Wilkins").

WHEREAS, the PBA wishes to utilize the large meeting room located at the Township Municipal Building, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145 for the purpose of holding bridge games at least fifty-two times per year ; and

WHEREAS, the Township Board of Commissioners is desirous of renting this space to the PBA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, the PBA and Wilkins do hereby covenant and agree as follows, incorporating the above recitals by reference:

1. Use of the large room located at the Municipal Building will be granted as follows:
    a. Access for bridge games will be provided no later than 6:00 PM and will be permitted until 11:30 PM on at least 52 Fridays during the calendar year, with the exception of specific holidays or during local tournaments. The PBA shall notify the Township of all cancellations at least thirty days in advance, except for in the case of an emergency (i.e., a flood / a major snowstorm). The municipal facilities are handicapped accessible.
    b. Access for bi-monthly PBA Board Meetings will be provided no later than 5:30 PM on those meeting nights.
    c. The Township will endeavor to provide access to the PBA three to four times per year for games and/or parties. However, Township Board Meetings and other planned events will take precedent. The Township will make every effort to make the facilities available for those special events, dependent upon advance notification of at least sixty days.
    d. The Township will provide chairs and electrical outlets to run laptop computers and printers. The Township does not currently have access to Wi-Fi. The Township will provide adequate space in the meeting room for a work area for computer and printer.
    e. Alcoholic beverages are strictly prohibited on or in the Township's facilities.
2. Equipment and Storage Space

a. The Township shall provide adequate and secure storage space to the PBA for all equipment which shall include game materials, coffee pots, chairs, folding tables and other miscellaneous supplies. This space shall remain locked and the PBA will be provided with keys.

b. The Township shall be responsible for the set-up of card tables and chairs in advance of the games; and the Township shall be responsible for the removal and return to storage of card tables following games.

c. The Township shall provide access to the storage areas on nongame days to permit representatives of the PBA the ability to upgrade equipment or move equipment to other locations when needed for special games and tournaments.

d. The Township shall provide access to the janitor's room for ease in the PBA's clean up. The restroom facilities will be stocked with all necessary paper products and soap dispensers.

3. Use of Kitchen Facilities:

a. The Township shall make the kitchen available to permit the PBA to prepare hospitalities for the games.

b. The PBA will be responsible for clean-up and removal of all food materials from the kitchen on a per-game basis.

c. The Township will provide access to outlets to make large pots of coffee and to the freezer for ice trays/bags.

4. Rental Fees and Payment Terms:

a. The Township shall assess the PBA the sum of $80.00 per game which sum is to be paid to the Township no later than thirty days from the date of the game, or at the conclusion of the current month.

b. In the event that the PBA fails to make payment within the terms above defined, the Township shall immediately take such legal action as may be necessary to effectuate payment and shall no longer provide space to the PBA for their games.

5. This MOU shall remain in full force and effect unless modified by either party in mutual agreement with the other party in a written instrument. Notice of intent to make material modifications (i.e., a change in days, an increase in fees) must be given no later than one hundred twenty days from the proposed effective date of those modifications. In the event that either party wishes to terminate this MOU, said termination must be conveyed by certified U.S.

Postal to the individual herein identified under Paragraph 7 as the appropriate person to provide notice. Said notice must be delivered at least one hundred twenty days in advance of the date of planned termination of said agreement. Termination of the MOU cannot predate the expiration of one year from the date of signature herein unless mutually agreed to by both parties or in the case of default as set forth in paragraph 4.

6. 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.

7. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145
PITTSBURGH BRIDGE ASSOCIATION:	Mary Paulone Carns 1010 Old Trails Ct. Trafford, PA 15085

8. 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, WILKINS has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, and the **PBA** has caused this MOU to be duly executed and its seal affixed and duly attested by the proper officials on the day and year first written above.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS

Sylvia J. Martinetti

President, Board of Commissioners

ATTEST:

_____

Title:_____

(Seal)

PITTSBURGH BRIDGE ASSOCATION

_____

Title: President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 10-2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WILKINS AND THE PITTSBURGH BRIDGE ASSOCIATION FOR THE PURPOSE OF DEFINING THE TERMS AND CONDITIONS OF THE RENTAL OF ROOMS LOCATED WITHIN THE MUNICIPAL BUILDING FOR THE PURPOSE OF HOLDING BRIDGE GAMES.

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania desires to enter into a Memorandum of Understanding with the Pittsburgh Bridge Association for the purpose of defining the terms and conditions of the rental of rooms located within the Township's municipal building for the purpose of holding bridge games; and

WHEREAS, the Memorandum of Understanding is attached and made a part of this Resolution by reference hereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Memorandum of Understanding between the Township of Wilkins and the Pittsburgh Bridge Association is hereby adopted.

RESOLVED AND ADOPTED this 12th day of July, 2010.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
Chairwoman, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2010 by and between the Pittsburgh Bridge Association (hereinafter referred to as "PBA"), and the Township of Wilkins (hereinafter referred to as "Wilkins").

WHEREAS, the PBA wishes to utilize the large meeting room located at the Township Municipal Building, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145 for the purpose of holding bridge games at least fifty-two times per year ; and

WHEREAS, the Township Board of Commissioners is desirous of renting this space to the PBA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, the PBA and Wilkins do hereby covenant and agree as follows, incorporating the above recitals by reference:

1. Use of the large room located at the Municipal Building will be granted as follows:
    a. Access for bridge games will be provided no later than 6:00 PM and will be permitted until 11:30 PM on at least 52 Fridays during the calendar year, with the exception of specific holidays or during local tournaments. The PBA shall notify the Township of all cancellations at least thirty days in advance, except for in the case of an emergency (i.e., a flood / a major snowstorm). The municipal facilities are handicapped accessible.
    b. Access for bi-monthly PBA Board Meetings will be provided no later than 5:30 PM on those meeting nights.
    c. The Township will endeavor to provide access to the PBA three to four times per year for games and/or parties. However, Township Board Meetings and other planned events will take precedent. The Township will make every effort to make the facilities available for those special events, dependent upon advance notification of at least sixty days.
    d. The Township will provide chairs and electrical outlets to run laptop computers and printers. The Township does not currently have access to Wi-Fi. The Township will provide adequate space in the meeting room for a work area for computer and printer.
    e. Alcoholic beverages are strictly prohibited on or in the Township's facilities.
2. Equipment and Storage Space

a. The Township shall provide adequate and secure storage space to the PBA for all equipment which shall include game materials, coffee pots, chairs, folding tables and other miscellaneous supplies. This space shall remain locked and the PBA will be provided with keys.

b. The Township shall be responsible for the set-up of card tables and chairs in advance of the games; and the Township shall be responsible for the removal and return to storage of card tables following games.

c. The Township shall provide access to the storage areas on nongame days to permit representatives of the PBA the ability to upgrade equipment or move equipment to other locations when needed for special games and tournaments.

d. The Township shall provide access to the janitor's room for ease in the PBA's clean up. The restroom facilities will be stocked with all necessary paper products and soap dispensers.

3. Use of Kitchen Facilities:

a. The Township shall make the kitchen available to permit the PBA to prepare hospitalities for the games.

b. The PBA will be responsible for clean-up and removal of all food materials from the kitchen on a per-game basis.

c. The Township will provide access to outlets to make large pots of coffee and to the freezer for ice trays/bags.

4. Rental Fees and Payment Terms:

a. The Township shall assess the PBA the sum of $80.00 per game which sum is to be paid to the Township no later than thirty days from the date of the game, or at the conclusion of the current month.

b. In the event that the PBA fails to make payment within the terms above defined, the Township shall immediately take such legal action as may be necessary to effectuate payment and shall no longer provide space to the PBA for their games.

5. This MOU shall remain in full force and effect unless modified by either party in mutual agreement with the other party in a written instrument. Notice of intent to make material modifications (i.e., a change in days, an increase in fees) must be given no later than one hundred twenty days from the proposed effective date of those modifications. In the event that either party wishes to terminate this MOU, said termination must be conveyed by certified U.S.

Postal to the individual herein identified under Paragraph 7 as the appropriate person to provide notice. Said notice must be delivered at least one hundred twenty days in advance of the date of planned termination of said agreement. Termination of the MOU cannot predate the expiration of one year from the date of signature herein unless mutually agreed to by both parties or in the case of default as set forth in paragraph 4.

6. 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.

7. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145
PITTSBURGH BRIDGE ASSOCIATION:	Mary Paulone Carns 1010 Old Trails Ct. Trafford, PA 15085

8. 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, WILKINS has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, and the **PBA** has caused this MOU to be duly executed and its seal affixed and duly attested by the proper officials on the day and year first written above.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS

President, Board of Commissioners

ATTEST:

Title: NOTARY PUBLIC

(Seal)

PITTSBURGH BRIDGE ASSOCATION

Mary Paulone Carns

Title: MANAGER

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
John J. McGuigan, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires June 6, 2011

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 11-2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WILKINS, THE BLACKRIDGE DUPLICATE BRIDGE CLUB AND THE MILT FRAZIER DUPLICATE BRIDGE CLUB, FOR THE PURPOSE OF DEFINING THE TERMS AND CONDITIONS OF THE RENTAL OF ROOMS LOCATED WITHIN THE MUNICIPAL BUILDING FOR THE PURPOSE OF HOLDING BRIDGE GAMES.

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania desires to enter into a Memorandum of Understanding with August J. Costanzo, owner of the Blackridge Duplicate Bridge Club and the Milt Frazier Duplicate Bridge Club, for the purpose of defining the terms and conditions of the rental of rooms located within the Township's municipal building for the purpose of holding bridge games; and

WHEREAS, the Memorandum of Understanding is attached and made a part of this Resolution by reference hereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Memorandum of Understanding between the Township of Wilkins and August J. Costanzo is hereby adopted.

RESOLVED AND ADOPTED this 12th day of July, 2010.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
Chairwoman, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2010 by and between August J. Costanzo of 1023 Laclair Street, Pittsburgh, Pennsylvania, 15218, the owner of the Milt Frazier Duplicate Bridge Club and the Blackridge Duplicate Bridge Club (hereinafter referred to as the "DBC's"), and the Township of Wilkins, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145 (hereinafter referred to as "Wilkins").

WHEREAS, the DBC's wish to utilize the large meeting room located at the Township Municipal Building, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145 for the purpose of holding bridge games on Thursday and Friday mornings, at least fifty-two times per year ; and

WHEREAS, the Township Board of Commissioners is desirous of renting this space to the DBC's.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, the DBC's and Wilkins do hereby covenant and agree as follows, incorporating the above recitals by reference:

1. Use of the large room located at the Municipal Building will be granted as follows:
    a. Access for bridge games will be provided no later than 9:30 AM and will be permitted until 3:00 PM on at least 52 Thursdays and Fridays during the calendar year, with the exception of specific holidays or during local tournaments. The DBC's shall notify the Township of all cancellations at least thirty days in advance, except for in the case of an emergency (i.e., a flood / a major snowstorm). The municipal facilities are handicapped accessible.
    b. The Township will endeavor to provide access to the DBC's for parties. However, Township Board Meetings and other planned events will take precedent. The Township will make every effort to make the facilities available for those special events, dependent upon advance notification of at least sixty days.
    c. The Township will provide chairs and electrical outlets to run laptop computers and printers. The Township does not currently have access to Wi-Fi. The Township will provide adequate space in the meeting room for a work area for computer and printer.
    d. Alcoholic beverages are strictly prohibited on or in the Township's facilities.
2. Equipment and Storage Space

a. The Township shall provide adequate storage space to the DBC's for all equipment which shall include game materials, coffee pots and card tables.

b. The Township shall be responsible for the set-up of card tables and chairs in advance of the games; and the Township shall be responsible for the removal and return to storage of card tables following games.

c. The Township shall provide access to the storage areas on nongame days to permit representatives of the DBC's the ability to upgrade equipment or move equipment to other locations when needed for special games and tournaments.

d. The Township shall provide access to the janitor's room for ease in the DBC's clean up. The restroom facilities will be stocked with all necessary paper products and soap dispensers.

3. Use of Kitchen Facilities:

a. The Township shall make the kitchen available to permit the DBC's to prepare hospitalities for the games.

b. The DBC's will be responsible for clean-up and removal of all food materials from the kitchen on a per-game basis.

c. The Township will provide access to outlets to make large pots of coffee and to the freezer for ice trays/bags.

4. Rental Fees and Payment Terms:

a. The Township shall assess the DBC's the sum of $80.00 per game which sum is to be paid to the Township in cash at the conclusion of each game.

b. In the event that the DBC's fails to make payment within the terms above defined, the Township shall immediately take such legal action as may be necessary to effectuate payment and shall no longer provide space to the DBC's for their games.

5. This MOU shall remain in full force and effect unless modified by either party in mutual agreement with the other party in a written instrument. Notice of intent to make material modifications (i.e., a change in days, an increase in fees) must be given no later than one hundred twenty days from the proposed effective date of those modifications. In the event that either party wishes to terminate this MOU, said termination must be conveyed by certified U.S. Postal to the individual herein identified under Paragraph 7 as the appropriate person to provide notice. Said notice must be delivered at least one hundred twenty days in advance of the date of planned termination of said agreement. Termination of the MOU cannot predate the

expiration of one year from the date of signature herein unless mutually agreed to by both parties.

6. 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.

7. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145
BLACKRIDGE DUPLICATE BRIDGE CLUB/ MILT FRAZIER DUPLICATE BRIDGE CLUB:	August J. Costanzo 1023 Laclair Street Pittsburgh, PA 15218

8. 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, WILKINS has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, and the **DBC'S** have caused this MOU to be duly executed and its seal affixed and duly attested by the proper officials on the day and year first written above.

ATTEST:

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS:

President, Board of Commissioners

ATTEST:

_____

Title:_____

(Seal)

BLACKRIDGE AND MILT FRAZIER DUPLICATE BRIDGE CLUBS:

_____

Title:_____

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO.: 11-2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WILKINS, THE BLACKRIDGE DUPLICATE BRIDGE CLUB AND THE MILT FRAZIER DUPLICATE BRIDGE CLUB, FOR THE PURPOSE OF DEFINING THE TERMS AND CONDITIONS OF THE RENTAL OF ROOMS LOCATED WITHIN THE MUNICIPAL BUILDING FOR THE PURPOSE OF HOLDING BRIDGE GAMES.

WHEREAS, the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania desires to enter into a Memorandum of Understanding with August J. Costanzo, owner of the Blackridge Duplicate Bridge Club and the Milt Frazier Duplicate Bridge Club, for the purpose of defining the terms and conditions of the rental of rooms located within the Township's municipal building for the purpose of holding bridge games; and

WHEREAS, the Memorandum of Understanding is attached and made a part of this Resolution by reference hereto.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Township of Wilkins and it is hereby resolved that the attached Memorandum of Understanding between the Township of Wilkins and August J. Costanzo is hereby adopted.

RESOLVED AND ADOPTED this 12th day of July, 2010.

ATTEST:

Rebecca Bradley
Township Manager/Secretary

(seal)

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
Chairwoman, Board of Commissioners

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2010 by and between August J. Costanzo of 1023 Laclair Street, Pittsburgh, Pennsylvania, 15218, the owner of the Milt Frazier Duplicate Bridge Club and the Blackridge Duplicate Bridge Club (hereinafter referred to as the "DBC's"), and the Township of Wilkins, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145 (hereinafter referred to as "Wilkins").

WHEREAS, the DBC's wish to utilize the large meeting room located at the Township Municipal Building, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145 for the purpose of holding bridge games on Thursday and Friday mornings, at least fifty-two times per year ; and

WHEREAS, the Township Board of Commissioners is desirous of renting this space to the DBC's.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and intending to be legally bound thereby, the DBC's and Wilkins do hereby covenant and agree as follows, incorporating the above recitals by reference:

1. Use of the large room located at the Municipal Building will be granted as follows:
    a. Access for bridge games will be provided no later than 9:30 AM and will be permitted until 3:00 PM on at least 52 Thursdays and Fridays during the calendar year, with the exception of specific holidays or during local tournaments. The DBC's shall notify the Township of all cancellations at least thirty days in advance, except for in the case of an emergency (i.e., a flood / a major snowstorm). The municipal facilities are handicapped accessible.
    b. The Township will endeavor to provide access to the DBC's for parties. However, Township Board Meetings and other planned events will take precedent. The Township will make every effort to make the facilities available for those special events, dependent upon advance notification of at least sixty days.
    c. The Township will provide chairs and electrical outlets to run laptop computers and printers. The Township does not currently have access to Wi-Fi. The Township will provide adequate space in the meeting room for a work area for computer and printer.
    d. Alcoholic beverages are strictly prohibited on or in the Township's facilities.
2. Equipment and Storage Space

a. The Township shall provide adequate storage space to the DBC's for all equipment which shall include game materials, coffee pots and card tables.

b. The Township shall be responsible for the set-up of card tables and chairs in advance of the games; and the Township shall be responsible for the removal and return to storage of card tables following games.

c. The Township shall provide access to the storage areas on nongame days to permit representatives of the DBC's the ability to upgrade equipment or move equipment to other locations when needed for special games and tournaments.

d. The Township shall provide access to the janitor's room for ease in the DBC's clean up. The restroom facilities will be stocked with all necessary paper products and soap dispensers.

3. Use of Kitchen Facilities:

a. The Township shall make the kitchen available to permit the DBC's to prepare hospitalities for the games.

b. The DBC's will be responsible for clean-up and removal of all food materials from the kitchen on a per-game basis.

c. The Township will provide access to outlets to make large pots of coffee and to the freezer for ice trays/bags.

4. Rental Fees and Payment Terms:

a. The Township shall assess the DBC's the sum of $80.00 per game which sum is to be paid to the Township in cash at the conclusion of each game.

b. In the event that the DBC's fails to make payment within the terms above defined, the Township shall immediately take such legal action as may be necessary to effectuate payment and shall no longer provide space to the DBC's for their games.

5. This MOU shall remain in full force and effect unless modified by either party in mutual agreement with the other party in a written instrument. Notice of intent to make material modifications (i.e., a change in days, an increase in fees) must be given no later than one hundred twenty days from the proposed effective date of those modifications. In the event that either party wishes to terminate this MOU, said termination must be conveyed by certified U.S. Postal to the individual herein identified under Paragraph 7 as the appropriate person to provide notice. Said notice must be delivered at least one hundred twenty days in advance of the date of planned termination of said agreement. Termination of the MOU cannot predate the

expiration of one year from the date of signature herein unless mutually agreed to by both parties.

6. 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.

7. Any notices required by this MOU shall be in writing and shall be sent to the address, as appropriate, below.

WILKINS TOWNSHIP:	Rebecca Bradley, Township Manager 110 Peffer Road Turtle Creek, PA 15145
BLACKRIDGE DUPLICATE BRIDGE CLUB/ MILT FRAZIER DUPLICATE BRIDGE CLUB:	August J. Costanzo 1023 Laclair Street Pittsburgh, PA 15218

8. 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, WILKINS has caused this MOU to be duly executed and its seal affixed and duly attested by its proper municipal officials, and the **DBC'S** have caused this MOU to be duly executed and its seal affixed and duly attested by the proper officials on the day and year first written above.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

(Seal)

TOWNSHIP OF WILKINS:

Sylvia J. Martinetti

President, Board of Commissioners

ATTEST:

Joseph D. Costa

Title: Commissioner

(Seal)

BLACKRIDGE AND MILT FRAZIER DUPLICATE BRIDGE CLUBS:

August J. Costanzo

Title: Owner

TOWNSHIP OF WILKINS

RESOLUTION NO. 12-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A RIGHT-OF-ENTRY AGREEMENT BETWEEN THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, BUREAU OF ABANDONED MINE RECLAMATION AND THE TOWNSHIP OF WILKINS FOR THE PURPOSE OF UNDERTAKING RECLAMATION WORK NECESSITATED BY ABANDONED COAL MINING ACTIVITY TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE FROM THE ADVERSE EFFECTS OF PAST COAL MINING.

WHEREAS, the United States Department of the Interior, Office of Surface Mining has entered into a cooperative agreement with or provided a federal grant to the Commonwealth of Pennsylvania, Department of Environmental Protection ("the Government") to perform the activity described herein pursuant to the authority granted in Title IV of the "Surface Mining Control and Reclamation Act of 1977," P.L. 95-87, 30 U.S.C. §1231 et seq.; and the Act of January 19, 1968, P.L. 996, as amended, known as the "Land and Water Conservation and Reclamation Act" (32 P.S. 5101 et seq.); and

WHEREAS, pursuant to such authority, the Government desires to undertake certain activity on property located in Wilkins Township, Allegheny County, Pennsylvania, which involves reclamation work necessitated by abandoned coal mining activity; and

WHEREAS, the Township of Wilkins (the "Owner") is the record owner of a fee interest in the surface of the property (the "Property"); and

WHEREAS, the Government has requested, and the Owner is willing to grant the Government, a right of entry into, under, over and upon the Property to conduct the activity described herein.

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania authorizes the execution of a Right-of-Entry and Release Agreement attached hereto and made a part hereof for the purpose of reclamation work at 1465 Jefferson Heights Road.

RESOLVED AND ADOPTED this 12th day of July, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli

Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley

Rebecca Bradley
Secretary

MUNICIPAL CONSENT FOR RIGHT OF ENTRY

NAME: SCHERRBAUM SUBSIDENCE

PROJECT NO: PA-10-055

STATE: PENNSYLVANIA

Under Title IV of the Surface Mining Control and Reclamation Act of 1977 (SMCRA), 30 U.S.C. 1231 et seq., United States Department of the Interior, acting by and through the Office of Surface Mining Reclamation and Enforcement (hereinafter referred to as "OSM") proposes to undertake reclamation work necessitated by abandoned coal mining activity to protect the public health, safety and general welfare from the adverse effects of past coal mining.

To achieve this objective, it will be necessary for officers, agents, employees, and contractors of OSM to enter upon that certain property lying and being within the municipal jurisdiction

of Wilkins Township in the County of Allegheny, said property being more particularly described as follows:

Tax Map Block 454-M, Jefferson Heights Road in the vicinity of 1465 Jefferson Heights Road

NOW, THEREFORE, in the spirit of assisting OSM and in consideration of the benefits which will inure to the general public, the said municipal authority hereby grants to OSM, its employees, agents, contractors and subcontractors a right of entry into, over and upon the above-described property, including all necessary and convenient rights of ingress, egress and regress, with all material and equipment to conduct the proposed reclamation activities, and to do any and all things necessary and convenient to effectively carry on said activities, in a good and workmanlike manner, including but not limited to the temporary storage of equipment and material and the construction of temporary roadways on the property. Said right of entry is granted for the time required to complete the reclamation activities subject to the municipal authority's continued ownership and use of the property.

The municipal authority understands and acknowledges that the success of the project cannot be warranted and the proposed work may not accomplish the intended result. The municipal authority also acknowledges that OSM has no responsibility or liability for any mine related damage to the municipal authority's property which occurred prior to or which might occur during or after the abatement work.

It is understood the work performed in the project area shall be done by contractors for OSM, and OSM is without authority to assume the risk of injury to persons or damage to persons or property resulting from the action of the contractors, but OSM shall require contractors performing the work on the property to obtain and keep in force liability insurance.

It is further understood that OSM is unable to make repairs to structures for any mine related damages. However, upon completion of the reclamation work, the property shall be restored to a condition judged to be safe and acceptable to the Contracting Officer's Representative.

Execution of this Consent for Right of Entry does not obligate the Government to perform any part of the contemplated or proposed reclamation work. By executing this Consent for Right of Entry neither the Municipal Authority nor the United States Government waive any rights conferred by operation of Title IV of the SMCRA.

The undersigned certifies that he/she has full authority to sign the Consent for Entry on behalf of said municipal authority; that the Consent for Entry was duly signed for and on behalf of said municipal authority and is within the scope of its governing body and legislative powers.

IN WITNESS WHEREOF, the undersigned representative for the municipal authority has caused this Consent for Right of Entry to be executed this 14th day of July, 2010.

Rebecca Bradley
WITNESS

BY: Sylvia J. Martinetti

Corporate seal
If appropriate

Title: President, Board of Commissioners

ADDRESS: 110 Peffer Road

Turtle Creek, PA 15145

PHONE: 412-824-6650

Vaughn P. Girol
REPRESENTATIVE ON BEHALF OF THE
U.S. DEPARTMENT OF THE INTERIOR
OFFICE OF SURFACE MINING
RECLAMATION AND ENFORCEMENT

Phone: (412)937.2819
email: vgirol@osmre.gov

TOWNSHIP OF WILKINS

RESOLUTION NO. 13-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Economic Development in the amount of $34,500 under the Federal Housing and Community Development Act as amended.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that the Township of Wilkins does hereby formally request a grant from the Department of Economic Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Amanda Settelmaier, Turtle Creek Valley Council of Governments, as the official to file all applications, documents, and forms between the Turtle Creek Valley Council of Governments and the Allegheny County Department of Economic Development.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of July, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 14-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DECLARING CERTAIN PROPERTIES LOCATED IN THE TOWNSHIP OF WILKINS AS SLUM AND BLIGHT.

WHEREAS, there are several vacant and dilapidated structures located within the Municipality of the Township of Wilkins; and

WHEREAS, such structures constitute a health and safety hazard to our residents; and

WHEREAS, such structures identified for demolition will undergo condemnation proceedings outlined within local ordinances and are in declaration of the property as a public nuisance and as being in a hazardous or dangerous condition; and

WHEREAS, Allegheny County Department of Economic Development, through the CDBG Program has funds available for the removal of such structures; and

WHEREAS, the Municipality of the Township of Wilkins is desirous of obtaining such funds.

NOW THEREFORE, BE IT RESOLVED, this 12th day of July, 2010, that the Municipality of the Township of Wilkins determines and declares that such structures individually and collectively constitute blighted property in the municipality as defined by the Urban Redevelopment Law (1945, May 24, P.L. 991; 1978, June 23, P.L. 556, No. 94; as amended, 1988, March 30, P.L. 304, No. 39.

RESOLVED AND ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 12th day of July, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 15-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ADOPTING A JOB DESCRIPTION FOR THE POSITION OF SUPERINTENDENT OF PUBLIC WORKS

WHEREAS, the Board of Commissioners is desirous of creating and adopting a formal job description for the fulltime position of Superintendent of Public Works.

NOW THEREFORE, BE IT RESOLVED, that the job description for Public Works Superintendent attached hereto and made a part by reference hereof be adopted by the Board of Commissioners of the Township of Wilkins.

RESOLVED AND ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 12th day of July, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

Wilkins Township
Department of Public Works
Job Description: Public Works Superintendent

Position Title: Public Works Superintendent

Reports To: Township Manager

Department: Public Works

Nature of Work:

This is responsible technical and supervisory work in directing projects in various public works activities in the Township of Wilkins. The position is "At-Will" as defined by the Commonwealth of Pennsylvania. Duties involve planning, organizing, supervising and inspecting the work of subordinates to ensure that projects are completed based on oral and written instructions. Incumbent may operate equipment and may perform skilled/manual labor to participate in the completion of assigned projects. Incumbent must be available for on-call duty for emergency road work. Work is performed under the general supervision of the Township Manager.

Responsibilities and Duties:

1. First-line supervisor of the Public Works Department and its personnel.
2. Plans, organizes, schedules, supervises and inspects work; assigns the daily duties of various work crews.
3. Act as custodian of employee attendance records; prepares payroll reports.
4. Cares for all Department and Parks equipment
5. Checks and responds to resident complaints
6. Prepares specifications for new vehicles and equipment and orders supplies and services as needed.
7. Reports to the Township Manager daily on scope and method of projects, works in progress and completed projects.
8. Attends monthly meetings and special meetings as directed by the Township Manager.
9. Coordinates the major repairs and yearly inspection of all trucks and minor repair of equipment; creates/maintains vehicle maintenance records.
10. Reviews department applications for employment.
11. Act as the department coordinator during emergency management operations
12. Prepares and recommends the annual public works budget, including personnel, equipment and facilities and new projects; monitors and controls expenditures within approved funding.
13. Maintains daily logs or records of maintenance projects.
14. Ensures that work is performed in accordance with established safety rules and Township and departmental polices and procedures.
15. Acts as inspector for street permits and sewer tap-ins; coordinates requests for Pennsylvania One Call locations.
16. Schedules and coordinates work assignments with other governmental bodies (Forest Hills Borough, PennDot, etc.)
17. Such other work as assigned by the Township Manager from time to time.

Desirable Qualifications:

1. High School Diploma or Equivalent
2. Thorough knowledge of the materials, equipment, procedures and methods used in public works construction and maintenance activities.
3. Thorough knowledge of the occupational hazards and safety precautions necessary to the operation of heavy trucks and equipment.
4. Thorough knowledge of geography and streets of the Township of Wilkins and of the location of underground utilities.
5. Considerable knowledge of basic street construction techniques.

6. Some knowledge of carpentry and plumbing trades work.
7. Some knowledge of basic masonry techniques.
8. Ability to organize and supervise the work of others.
9. Ability to understand, interpret and carry out oral and written instructions.
10. Ability to give clear verbal instructions to public works employees.
11. Ability to understand and interpret simple diagrams and drawings of assigned projects.
12. Ability to maintain records of daily work assignments and projects.
13. Ability to establish and maintain effective working relationships with employees, other Township staff and the general public.

Other Requirements:

1. Possession of a valid Pennsylvania Driver's License and CDL Class B License and a satisfactory Motor Vehicle Report (MVR).
2. Ability to drive and operate the department's assigned vehicles and equipment in a safe and efficient manner.
3. Ability to function as an equipment operator and/or skilled laborer when needed.
4. Ability to work in a variety of weather conditions for extended periods of time.
5. Must be available to respond to service needs or maintenance problems during evenings and on weekends.
6. Must be able to meet the physical requirements of the position.
7. Requirements included in this class specification are subject to possible modification to reasonably accommodate individuals with disabilities.
8. Wilkins Township residency is required within one year of employment.

TOWNSHIP OF WILKINS

RESOLUTION NO. 16-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, IN OPPOSITION TO FORCED MERGERS AND CONSOLIDATIONS OF LOCAL GOVERNMENTS IN PENNSYLVANIA.

WHEREAS, townships are excellent fiscal stewards that have been doing more with less ever since the days of William Penn and are run by elected officials that live and work in the communicates they represent, and are more committed to pinching pennies and working together to stretch tax dollars than anyone else in government today; and

WHEREAS, various special interests suggest that there are too many local governments in Pennsylvania and that by reducing this figure through forced boundary change will somehow lead to greater economic conditions and better delivery of services in the Commonwealth; and

WHEREAS, no one has ever proved that bigger, centralized government is better or even more cost-effective than township government; and

WHEREAS, governments that rely on consolidated county-based governments generally have higher tax burdens than smaller governments; and

WHEREAS, recent reports of financially distressed municipalities in Pennsylvania are largely contained to the Commonwealth's large cities and urban areas; and

WHEREAS, HB 2431 (Session of 2010) would, if adopted, change the Pennsylvania Constitution and establish the county as the basic level of local government in Pennsylvania, with municipalities existing only under the jurisdiction of the county and having only those duties and responsibilities as determined by the county; and

WHEREAS, SB 1357 (Session of 2010) would, if adopted, establish an unelected, statewide boundary commission to review and make conclusions to the General Assembly for the merger, consolidations, or annexation of municipalities; and

WHEREAS, the township supports the voluntary merger or consolidation of local governments if the process is initiated at the local level and it has the support of the majority of the residents of all affected municipalities.

NOW THEREFORE, BE IT RESOLVED, that the Township of Wilkins, County of Allegheny, opposes any measure, initiative, or plan that mandates the forced merger or consolidation of local governments.

BE IT FURTHER RESOLVED that the General Assembly be urged to oppose HB 2431, SB 1357 and any similar kind of legislation that has been, or may be introduced in the future to weaken the responsiveness and effectiveness of local government.

RESOLVED AND ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 12th day of July, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 17-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE DESTRUCTION OF SPECIFIC RECORDS IN CONFORMANCE WITH RESOLUTION NUMBER 14-2009 AND THE MUNICIPAL RECORD MANUAL APPROVED BY THE LOCAL GOVERNMENT RECORDS COMMITTEE ON DECEMBER 16, 2008.

WHEREAS, by virtue of Resolution Number 14-2009 adopted, September 14, 2009, the Township of Wilkins declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following list of public records.

Adopted this 8th day of August, 2010 by the Township of Wilkins.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President

Township of Wilkins
Document Destruction Record
August 2010

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Memorandum from Paul Vargo, Acting Manager, to Board of Commissioners scheduling manager interviews.	May 2, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Interview schedule.	April 26, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Memorandum from Paul Vargo, Acting Manager, to Board of Commissioners scheduling manager interviews.	March 11, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Handwritten notes from Paul Vargo regarding calling candidates for interviews.	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Handwritten note from Paul Vargo regarding scheduling interviews for Manager candidates.	April 26, 1994 and May 2, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Steven William Meyers of 207 Sunset Drive, Monroeville, PA 15146 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Albert D'Alessandro of 5407 Pocusset Street, Pittsburgh, PA 15217 advising that the Board has made an alternate selection for manager	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Richard J. Smith, 1830-T14 Embassy Drive, West Palm Beach, Florid 33401 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Dennis Bolitho of D-12 West Hills Drive, Greensburg, PA 15601 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Frank Palmieri, 965 Braddock Road, Pittsburgh, PA 15221 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Edward R. McFadden, 4723 Bert Drive, Monroeville, PA 15146 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Richard Janus, 5701 Munhall Road, #203, Pittsburgh, PA 15217, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to Barry Piacenza, 315 East Tenth Avenue, Homestead, PA 15120, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Sect PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence to John Lynn Cornelius, 126 E. Sixteenth Ave., Detriot Michigan, 48202 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Jay B. Wilson of 317 Leax Lane, Turtle Creek, PA 15145 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Hal Neal, 303 Lenox Avenue, Pittsburgh, PA 15221, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Daniel P. Morgan, Jr., P.O. Box 11843, Pittsburgh, PA 15228 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Charles Keenan, 349 W. Clinton Ave., #229, State College, PA 16803, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Dennis Bolitho, D-12 West Hills Drive, Greensburg, PA 15601, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Mar approved December 16, 2008).
Correspondence to Mark L. Ryckman, 17 Wild Rose Drive, Brewer Maine, 04412, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Timothy L. Little, 331 Ridge Point Circle, Bridgeville, PA 15017, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Paul Weiss, 1112 Pacific Ave., Brackenridge, PA 15014 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John D. Guldenschuh, 5604 Wm Penn Hwy, Export, PA 15632, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to H. Brian Dombroske, 4723 Christy Road, Murrysville, PA 15668, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to J. Edward Kunz, 234 Shady Ridge Drive, Monroeville, PA 15146, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Thomas C. Hartswick, 510 Ninth Street, Glassport, PA 15045, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Donald Baker, 3435 MacIntyre Drive, Murrysville, PA 15668, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Judith A. Kane, 1027 Meadow View Drive, Apollo, PA 15613, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Warren R. Cecconi, 836 Bower Hill Road, Bridgeville, PA 15017, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Brian J. Yost, 40 Avenue de Monthety, 77150 Lesigny, France, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Carolyn R. Williams, 1045 Blackridge Road, Pittsburgh, PA 15235, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Dariusz Wolman, 4203 Windsor Street, Pittsburgh, PA 15235, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Carla J. Baverso, 123 Walpole Drive, Pittsburgh, PA 15235, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Charles H. Kuhn, 427 Manor Road, #8, Delmont, PA 15626 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to Todd Verbanic, 7049 Shannon Road, Verona, PA 15147, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Sec PS-2 of the Municipal Records Mar approved December 16, 2008).
Correspondence to David A. Johnson, 201 Dorothy St., #2, East Pittsburgh, PA 15112, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Darlene G. Loftus, RD #2, 50-A, Derry Pa, 15627 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Allen M. Cohen, 9861 Deerfield Drive, North Huntingdon, PA 15642, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John C. Brennan, 2733 Main St., Pittsburgh, PA 15235, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Fred A. Brassart, 126 Dorman Drive, Elizabeth, PA 15037 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Howard J. Bednar, 157 LeGrande Dr., Pittsburgh, PA 15221, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Leonard D. Hardy, 123 West Louther St., Carlisle, PA 17013, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John Urey, Jr., 84 Cottonwood Rd., Newington CT 06111, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Kevin J. Jenkins, 341 Ryan Dr., Pittsburgh, PA 15220, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to J. Paul Fallon, P.O. Box 234, Rices Landing, PA 15357 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Lee Biermeyer, 143 Blieil Dr., Glenshaw, PA 15116, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS- the Municipal Records Manual appr December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to James E. Baugh, 1148 Galway Ct., Hummelstown, PA 17036, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Robert J. Lasser, 504 Monticello Dr., Delmont, PA 15626 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Michael W. Green, 2468 Haymaker Rd., Monroeville, PA 15146, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to William E. Griffin, P.O. Box 276,. Folly Beach, S.C., 29439 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Edward J. Warchol, 303 Fourth Avenue, New Kensington, PA 15068 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Kevin Rawlins, 710 Downing Ct., Willingboro N.J., 08046 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John S. Mlinarcik, 815 Rutherford St., Staunton, VA 24401, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Laura D. Combemale, 228 North Balph Ave., #5, Pittsburgh, PA 15202, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Barbara Reed, 5506 Wellesley Ave., Pittsburgh, PA 15206, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John Mizerak, 535 Appalachian Ave., Mechanicsburg, PA 17055, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Fred A. Potzer, 259 Hooven St., Plymouth, PA 18651, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to Rasheed K. Ladapo, 250 Cedar Ridge Dr., Monroeville, PA 15146 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Sect PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence to Mary Louise Bittner, 323 Idlewood Rd., Pittsburgh, PA 15235 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Christine J. Contino, 558 Second St., Leechburg, PA 15656 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Mitchell T. Kovel, 307 A Indianola Rd., Cheswick, PA 15024 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Fred A. William, 110 Calumet Turn, Yorktown, VA 23693 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Matthew T. Gallagher, 987 N. Laurel St., Hazelton, PA 18201 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Patricia A. Patrick, 223 North 30th St., Camp Hill, PA 17011 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Manu approved December 16, 2008).
Correspondence to James Babcock, 100 Princeton St., East Boston, MA 02128 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John J. Voit, 143 Brookmeade Dr., Pittsburgh, PA 15237, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Edward C. Smith, 1019 Findley Dr., East, Wilkinsburg, PA 15221 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Paul J. Gardocki, 5600 Foxfire Dr., Zanesville, OH 43701 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to John N. Germ, 154 Joya Circle, Harrisburg, PA 17112, advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to S. Allen Schreiber, 160 Thornberry Dr., Pittsburgh, PA 15235 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Carmen J. Biondo, 142 Gardenia Dr., Turtle Creek, PA 15145 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Jeanette M. Kearney, 11352 Azalea Dr., Pittsburgh, PA 15235advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Louis Reid Shiner, Jr., 839 Vogan St., New Castle, PA 16101 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Kenneth C. Gilarski, 233 Mifflin Hills Dr., West Mifflin, PA 15122 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Patrick W. Bowman, 1311 ½ Walnut Road, North Versailles, PA 15137 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John C. Gondek, P.O. Box 357, Reamstown, PA 17567 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Don DeNezza, 2 Franconia Dr., Greensburg, PA 15601 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Harper J. Simpson, 1501 Sixth Ave., Beaver Falls, PA 15010 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Gregory T. Spear, 1113 Fairville Ave., Harrisburg, PA 17112 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence to Michael W. Hoy, 4620 Liberty Ave., Pittsburgh, PA 15224 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Secti PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence to Francis R. Kuszajewski, 346 Churchill Ct., Pittsburgh, PA 15235 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Joseph Hohman, RDM, Inc., 1001 Ardmore Blvd., Pittsburgh, PA 15221 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to John F. Downs, 2415 Penn St., Harrisburg, PA 17110 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to David W. Bacha, 206 Van Doren Dr., Natrona Hgts., PA 15065 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to James S. Phillips, 383 Winola Ave., Kingston, PA 18704 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Lisa Dravecky, 124 Tynewood Dr., Turtle Creek, PA 15145 advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Mar approved December 16, 2008).
Copy of blank correspondence advising that the Board has made an alternate selection for manager.	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence from John M. Means to Paul Vargo, Acting Manager, enclosing fifty copies of a letter to be sent to all township manager applicants.	May 12, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Confidential report – Investigation of Manager Candidate Warren Cecconi from Chief Elias Sejko to Commissioner Michael Madden.	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Three copies of a letter from Paul Vargo, Acting Manager to Gateway Publications requesting advertisement of the Managers ad for employment	March 31, 1994	Records Manual only requires retention for two years following posting (See Section PS-10 of the Municipal Records Manual approved December 16, 2008).
Blank copy of "Interview Guidelines for Evaluation of Municipal Manager Candidates"	Undated	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008).
Handwritten notes of Paul Vargo regarding appointment of Manager on May 24, 1994.	Undated	Records Manual requires retention for five years after employee separates employment. (See Section PS the Municipal Records Manual approved Decer 16, 2008)

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Certified Mail return receipts for Warren Ceconni and Mary Louise Bittner.	May 4, 1994	Records Manual requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Telephone message slip from Warren Cecconi to Paul Vargo.	April 29, 1994	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008).
Note handwritten by Paul Vargo listing Mr. Jamison's, Mr. Cohen's and Ms. Bittner's dates of birth and social security numbers for background investigations.	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Nine pages of handwritten notes listing names of candidates and dates of interviews.	Undated	Records manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008)
Memorandum from Paul Vargo, Acting Manager to the Board of Commissioners regarding Manager Interviews	March 30, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Memorandum from Paul Vargo, Acting Manager to the Board of Commissioners scheduling manager candidate interviews	March 11, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence returned by United States Postal Service due to "No Such Number" sent by Wilkins Township on May 25, 1994 to John Lynn Cornelius, 126 E. Sixteenth Avenue, Detroit, MI - 48202 regarding the Township's selection for manager	May 25, 1994 (postmarked)	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Michael D. Pestian, 620 Brady Avenue, Steubenville, OH 43952 for the position of Township Manager.	May 2, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Six copies of correspondence from Michael Madden, President of the Board of Commissioners to All Applicants for Wilkins Township Manager's Position advising that the Board has selected a candidate	May 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence and envelope from Fred A. Brassart, 126 Dorman Drive, Elizabeth, PA 15037 to Michael Madden, President of the Board of Commissioners, thanking the Board for interviewing him for the position of Manager.	April 28, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Two cover letters and resumes from Mary Louise Bittner, 323 Idelwood Road, Pittsburgh, PA 15235 for the position of Township Manager.	March 10, 1994 and April 12, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence from Mitchell T. Kovel, 307A Indianola Road, Cheswick, PA 15024 to Michael Madden, President of the Board of Commissioners, regarding an interview that he had with the Board for the position of Township Manager	April 12, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Mar approved December 16, 2008).
Three pages of copied labels for individuals who applied for the position of manager	Undated	Records manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008)
Cover letter and resume from Jay B. Wilson, 317 Leax Lane, Turtle Creek, PA 15145 for the position of Township Manager.	April 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from John L. Cornelius, 126 Sixteenth Avenue, Homestead, PA 15120 for the position of Township Manager.	April 19, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Todd Verbanic, 7049 Shannon Rd., Verona, PA 15147 for the position of Township Manager.	Undated. Received by Township 04/19/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Carla J. Baverso, 123 Walpole Dr., Pittsburgh, PA 15235 for the position of Township Manager.	April 18, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Dariusz Wolman, 4203 Windsor St., Pittsburgh, PA 15217 for the position of Township Manager.	Undated. Received by Township 04/19/94	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Mar approved December 16, 2008).
Cover letter and resume Judith Kane, 1027 Meadow View Dr., Apollo, PA 15613 from for the position of Township Manager.	April 18, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Donald Baker, 3435 MacIntyre Dr., Murrysville, PA 15668 for the position of Township Manager.	April 17, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Steven Meyers, 207 Sunset Dr., Monroeville, PA 15146 for the position of Township Manager.	April 18, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Lisa M. Dravecky, 124 Tynewood Dr., Turtle Creek, PA 15145 for the position of Township Manager.	Undated. Received 04/20/1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from H. Brian Dombroske, 4723 Christy Rd., Murrysville, PA 15668 for the position of Township Manager.	April 15, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Timothy J. Little, 331 Ridge Point Circle, Bridgeville, PA 15017 for the position of Township Manager.	April 19, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Two cover letters and resumes from Dennis H. Bolitho, D-12 West Hills Dr., Greensburg, PA 15601 for the position of Township Manager.	February 23, 1994 and April 15, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Charles Keenan, 349 W. Clinton Ave., #229, State College, PA 16803 for the position of Township Manager.	April 13, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Richard Janus, 5701 Munhall Rd., Apt. 203, Pittsburgh, PA 15217 for the position of Township Manager.	Undated. Received by the Township 04/15/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Patrick W. Bowman, 1311 ½ Walnut Rd., North Versailles, PA 15137 for the position of Township Manager.	Undated. Received by the Township 04/15/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Don DeNezza, 2 Franconia Dr., Greensburg, PA 15601 for the position of Township Manager.	April 12, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Harper J. Simpson, 1501 Sixth Ave., Beaver Falls, PA 15010 for the position of Township Manager.	April 11, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Gregory T. Spear, 1113 Fairville Ave., Harrisburg, PA 17112 for the position of Township Manager.	April 11, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Richard J. Smith, 1830-T14 Embassy Dr., West Palm Beach, FL 33401 for the position of Township Manager.	April 12, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from David W. Bacha, 206 Van Doren Dr., Natrona Hgts., PA 15065 for the position of Township Manager.	Undated. Received by the Township 04/14/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Lewis R. Shiner, Jr., 839 Vogan St., New Castle, PA 16101 for the position of Township Manager.	April 12, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from J. Edward Kunz, 234 Shady Ridge Dr., Monroeville, PA 15146 for the position of Township Manager.	Undated. Received by the Township 04/13/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Kenneth C. Gilarski, 233 Mifflin Hills Dr., West Mifflin, PA 15122 for the position of Township Manager.	April 11, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Lee E. Biermeyer, 143 Bleil Dr., Glenshaw, PA 15116 for the position of Township Manager.	April 11, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

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Cover letter and resume from Kevin J. Jenkins, 341 Ryan Dr., Pittsburgh, PA 15220 for the position of Township Manager.	April 19, 1994	Records Manual only requires retention for two years following application (See Sec PS-2 of the Municipal Records Ma approved December 16, 2008).
Cover letter and resume from Fred A. Brassart, 126 Dorman Dr., Elizabeth, PA 15037 for the position of Township Manager.	February 28, 1994	Records Manual only requires retention two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Frank Anthony Palmieri, 965 Braddock Rd., Pittsburgh, PA 15221 for the position of Township Manager.	March 1, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Joseph Hohman, President of RDM Resource Development and Management, Inc., 1001 Ardmore Blvd., Pittsburgh, PA 15221 for the position of Township Manager.	February 24, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Francis R. Kuszajewski, 346 Churchill Ct., Pittsburgh, PA 15235 for the position of Township Manager.	February 26, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from John C. Gondek, P.O. Box 357, Reamstown, PA 17567 for the position of Township Manager.	Undated. Received by the Township 02/28/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Albert J. D'Alessandro, 5407 Pocusset St., Pittsburgh, PA 15217 for the position of Township Manager.	February 21, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Ma approved December 16, 2008).
Cover letter and resume from Barbara Reed, 5506 Wellesley Ave., Pittsburgh, PA 15206 for the position of Township Manager.	March 1, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from John S. Mlinarcik, 815 Ritherford St., Staunton, VA 24401 for the position of Township Manager.	February 23, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from John F. Downs, 2415 Penn St., Harrisburg, PA 17110 for the position of Township Manager.	February 25, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from James M. Babcock, 110 Princeton St., East Boston, MA 02128 for the position of Township Manager.	February 24, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from John J. Voit, 143 Brookmeade Dr., Pittsburgh, PA 15237 for the position of Township Manager.	February 23, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Paul Gardocki, 5600 Foxfire Dr., Zanesville, OH 43701 for the position of Township Manager.	February 28, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Cover letter and resume from John N. Germ, 154 Joya Circle, Harrisburg, PA 17112 for the position of Township Manager.	March 1, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Carmen J. Biondo, 142 Gardenia Dr., Turtle Creek, PA 15145 for the position of Township Manager.	February 21, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from S. Allen Schreiber, 160 Thornberry Dr., Pittsburgh, PA 15235 for the position of Township Manager.	February 21, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Michael W. Hoy, 4620 Liberty Ave., Pittsburgh, PA 15224 for the position of Township Manager.	February 21, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Charles H. Kuhn, 427 Manor Rd., #8, Delmont, PA 15626 for the position of Township Manager.	February 21, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Darlene J. Loftus, R.D. #2 Box 50-A, Derry, PA 15627 for the position of Township Manager.	April 22, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Application for employment and resume from David E.A. Johnson, 201 Dorothy St., Apt. 2, East Pittsburgh, PA 15112 for the position of Township Manager	Undated. Received by the Township May 2, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from James E. Baugh, 1148 Galway Ct., Hummelstown, PA 17036 for the position of Township Manager.	April 22, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Kevin D. Rawlins, 710 Downing Ct., Willingboro, NJ 08046 for the position of Township Manager.	April 22, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Christine J. Contino, 558 Second Street, Leechburg, PA 15656 for the position of Township Manager.	April 26, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Allen M. Cohen, AICP 9861 Deerfield Dr., North Huntingdon, PA 15642 for the position of Township Manager.	Undated. Received by the Township 04/15/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Mitchell T. Kovel, 307A Indianola Rd., Cheswick, PA 15024 for the position of Township Manager.	February 21, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Application for employment and resume from John C. Brennan, 2733 Main St., Pittsburgh, PA 15235 for the position of Township Manager.	February 28, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Edward Warchol, 303 Fourth Ave., New Kensington, PA 15068 for the position of Township Manager.	Undated. Received by the Township 02/24/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).

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Cover letter and resume from William E. Griffin, P.O. Box 276, Folly Beach, S.C., 29439 for the position of Township Manager.	March 4, 1994	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Ma approved December 16, 2008).
Cover letter and resume from Michael W. Green, 2468 Haymaker Rd., Monroeville, PA 15146 for the position of Township Manager.	February 20, 1994	Records Manual only requires retention ... two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Paul A. Weiss of 1112 Pacific Ave., Brackenridge, PA 15014 for the position of Township Manager.	Undated. Received by the Township 04/13/94	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Fred A. Williams, 110 Calumet Turn, Yorktown, VA 23693 for the position of Township Manager.	March 3, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Matthew T. Gallagher of 987 N. Laurel St., Hazleton, PA 18201 for the position of Township Manager.	April 20, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Robert J. Lasser of 504 Monticello Dr., Delmont, PA 15626 for the position of Township Manager.	April 20, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Patricia A. Patrick, CPA, 223 North 30th Street, Camp Hill, PA 17011 for the position of Township Manager.	Undated. Received by the Township 04/15/94	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Ma approved December 16, 2008).
Cover letter and resume from J. Paul Fallon, P.O. Box 234, Rices Landing, PA 15357 for the position of Township Manager.	March 10, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from Rasheed K. Ladapo, 250 Cedar Ridge Dr., #118, Monroeville, PA 15146 for the position of Township Manager.	April 24, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Cover letter and resume from for the position of Township Manager.		Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Resume from Brian J. Yost, 40, Avenue de Monthety, 77150 Lesigny for the position of Township Manager.	Undated.	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Excel Spreadsheet entitled "Wilkins Township Interview Schedule Department of Public Works – Laborer's Position, Saturday, March 27, 2004, listing 21 names of candidates to be interviewed.	Undated	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Sample correspondence from Rebecca Bradley, Township Manager to Applicants regarding the date and time for interviews	March 16, 2004	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008).
Five pages of handwritten notes (Bradley) regarding contacting potential candidates for employment; ascertaining their interest in the position and scheduling interviews	March 12, 2004	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008).
Correspondence to Edward Barnhart, 132 Thornberry Dr., Pittsburgh, PA 15235 advising that the Board appointed two individuals to the position of laborer with the Department of Public Works and advising that the candidates selected was not the recipient of this communication. This correspondence also sent to: Jason Watcher, 7021 Shannon Rd., Pittsburgh PA 15147; Anthony Cioppa, 240 Wilkens Avenue, Pittsburgh, PA 15112; Eric Bullard, 2012 Monroe St., Pittsburgh, PA 15218 and Timothy Powell, 616 Mercer St., Turtle Creek, PA 15145.	June 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008) and Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008)
Correspondence from Chief Keith D. Guthrie to Rebecca Bradley, Manager enclosing a background investigation report for Edward Barnhart, applicant for Laborer, Public Works Department.	May 27, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence from Sergeant Anthony DeMarco to Rebecca Bradley, Manager enclosing a background investigation report for Eric G. Bullard, applicant for Laborer, Public Works Department	May 27, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence from Chief Keith D. Guthrie to Rebecca Bradley, Manager enclosing a background investigation report for Anthony Cioppa, applicant for Laborer, Public Works Department.	May 28, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Three copies of correspondence to Jason Watcher, 740 Church St., Ext., Rear Unit, Turtle Creek, PA 15145 from Rebecca Bradley confirming an interview for April 26, 2004 at 6:30PM	April 14, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Three copies of correspondence to Edward Barnhart, 132 Thornberry Drive from Rebecca Bradley confirming an interview for April 26, 2004 at 6:45 PM.	April 14, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
DPW Interview Questions worksheets completed by Paul Vargo for candidates Tim Powell, Eric Bullard, TJ Cioppa, Tim Saunders, Jason Watcher and Ed Barnhart	Undated	Records Manual only requires retention for two years following application (See Sec PS-2 of the Municipal Records Man approved December 16, 2008).
Military records for Edward M. Barnhart	Various dates	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Blank "DPW Interview Questions" worksheet	Undated	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008)
Excel Spreadsheet entitled "Wilkins Township Interview Schedule Department of Public Works – Laborer's Position" scheduling interviews for Bullard, Powell, Cioppa, Saunders, Watcher and Barnhart on April 26, 2004	Undated	Records Manual only requires retention so long as of administrative value (See Section AL-1 of the Municipal Records Manual approved December 16, 2008)
Two original applications for employment and one copy, plus a resume for Eric Bullard, 2012 Monroe Street, Swissvale, PA 15218	February 4, 1994	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Eric Bullard, 2012 Monroe Street, Pittsburgh, PA 15218 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence addressed to Eric Bullard, 2012 Monroe Street, Pittsburgh, PA 15218 from Rebecca Bradley confirming an interview on March 27, 2004 at 9:30 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Eric Bullard, 2012 Monroe Street, Pittsburgh, PA 15218 from Rebecca Bradley confirming an interview on April 26, 2004 at 5:30 PM	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment filed by Anthony J. Cioppa, 240 Wilkens Ave., Chalfant, PA 15112	November 10, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Anthony J. Cioppa, 240 Wilkens Ave., Chalfant, PA 15112 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence addressed to Anthony Cioppa, 240 Wilkens Aven., Chalfant, PA 15112 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:15 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed Anthony Cioppa, 240 Wilkens Ave., Chalfant, PA 15112 from Rebecca Bradley confirming an interview on April 26, 2004 at 6:00 PM	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment filed by Timothy Brian Powell, 616 Mercer St., Pittsburgh, PA 15145	August 1, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Timothy Powell, 616 Mercer St., Pittsburgh, PA 15145 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Timothy Powell, 616 Mercer St., Pittsburgh, PA 15145 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:05 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed Timothy Powell, 616 Mercer St., Pittsburgh, PA 15145 from Rebecca Bradley confirming an interview on April 26, 2004 at 5:45 PM	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment and resume filed by Edward M. Barnhart, 132 Thornberry Dr., Pittsburgh, PA 15235	September 22, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Edward Barnhart, 132 Thornberry Dr., Pittsburgh, PA 15235from Rebecca Bradley confirming an interview on March 27, 2004 at 11:20 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment and two copies of a resume for Jason E. Wachter of 7021 Shannon Rd., Pittsburgh, PA 15147	August 12, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to 7021 Shanon Road, Pittsburgh, PA 15147 from Rebecca Bradley confirming an interview on March 27, 2004 at 9:20 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Memorandum from Rebecca Bradley to the Board of Commissioners advising the Board of actions taken relative to candidates for the position of laborer for Public Works	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Memorandum from Rebecca Bradley to the Board of Commissioners advising that interviews are to be conducted on April 26th beginning at 5:30 PM and attaching a list of candidates to be interviewed and a list of questions to be asked.	April 22, 2004	Records Manual only requires retention for two years following application (See Sec PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence addressed to Randy Weber of 422 Dunbar Dr., Pittsburgh, PA 15235 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment, letter of interest and resume from Randy Weber of 422 Dunbar Dr., Pittsburgh, PA 15235.	March 2, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Randy Weber, 422 Dunbar Dr., Pittsburgh, PA 15235 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Randy Weber, 422 Dunbar Dr., Pittsburgh, PA 15235 from Rebecca Bradley confirming an interview on March 27, 2004 at 9:25 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment from James S. Dalzell, 699 Larimer Avenue, Turtle Creek, PA 15145	December 17, 2003	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to James Dalzell of 699 Larimer Ave., Turtle Creek, PA 15145 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 26, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to James Dalzell of 699 Larimer Ave., Turtle Creek, PA 15145 from Rebecca Bradley confirming an interview on March 27, 2004 at 9:35 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to James Dalzell of 699 Larimer Ave., Turtle Creek, PA 15145 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment submitted by Bryan Wayne Macherosky of 100 Farnsworth Ave., Turtle Creek, PA 15145	August 4, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Man approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence addressed to Bryan Macherosky, 100 Farnsworth Ave., Turtle Creek, PA 15145 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Bryan Macherosky, 100 Farnsworth Ave., Turtle Creek, PA 15145 from Rebecca Bradley confirming an interview on March 27, 2004 at 11:05 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Bryan Macherosky of 100 Farnsworth Ave., Turtle Creek, PA 15145 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment from Brian M. Grandziowski of 221 Kingston Dr., Pittsburgh, PA 15235	July 31, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Brian Grandziowski of 221 Kingston Dr., Pittsburgh, PA 15235 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Brian Grandziowski, 221 Kingston Dr., Pittsburgh, PA 15235 from Rebecca Bradley confirming an interview on March 27, 2004 at 9:50 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Brian Grandziowski, 221 Kingston Dr., Pittsburgh, PA 15235 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment and resume from Eugene E. Donofrio, 116 Delaney Dr., Pittsburgh, PA 15235	August 4, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Eugene Donofrio 116 Delaney Dr., Pittsburgh, PA 15235 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence addressed to Eugene Donofrio, 116 Delaney Dr., Pittsburgh, PA 15235 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:00 AM.	March 16, 2004	Records Manual only requires retention two years following application (See Sec PS-2 of the Municipal Records Mar approved December 16, 2008).
Correspondence addressed to Eugene Donofrio, 116 Delaney Dr., Pittsburgh, PA 15235 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment from Thomas C. Earley, 920 Greensburg Pike, East Pittsburgh, PA 15112	August 12, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Thomas Earley, 920 Greensburg Pike, East Pittsburgh, PA 15112 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Thomas Earley, 920 Greensburg Pike, East Pittsburgh, PA 15112 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:10 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Thomas Earley, 920 Greensburg Pike, East Pittsburgh, PA 15112 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention two years following application (See Sect PS-2 of the Municipal Records Man approved December 16, 2008).
Application for employment from Joseph A. Toncich, Jr., 122 Powell St., East Pittsburgh, PA 15112	August 29, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Joseph Toncich, Jr., 122 Powell St., East Pittsburgh, PA 15112 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Joseph Toncich, Jr., 122 Powell St., East Pittsburgh, PA 15112 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:20 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Joseph Toncich, Jr., 122 Powell St., East Pittsburgh, PA 15112 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Application for employment from David C. Prevost, 310 Trimble Ave., Carnegie, PA 15106	October 14, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to David C. Prevost, 310 Trimble Ave., Carnegie, PA 15106 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to David C. Prevost, 310 Trimble Ave., Carnegie, PA 15106 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:25 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to David C. Prevost, 310 Trimble Ave., Carnegie, PA 15106 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment from Terance C. Kazyak, 1889 Beulah Rd., Pittsburgh, PA 15235	December 29, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Terance C. Kazyak, 1889 Beulah Rd., Pittsburgh, PA 15235 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Terance C. Kayzak, 1889 Beulah Rd., Pittsburgh, PA 15235 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:30 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Terance Kayzak, 1889 Beulah Rd., Pittsburgh, PA 15235 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment from Brian E. Bechtold, 536 Lucia Dr., Pittsburgh, PA 15221	January 8, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Brian Bechtold, 536 Lucia Dr., Pittsburgh, PA 15221 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence addressed to Brian Bechtold, 536 Lucia Dr., Pittsburgh, PA 15221 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:40 AM.	March 16, 2004	Records Manual only requires retention f two years following application (See Sect PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence addressed to Brian Bechtold, 536 Lucia Dr., Pittsburgh, PA 15221 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment and resume from William H. Ramsey, 144 Wallace Ave., East Pittsburgh, PA 15112	July 30, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to William Ramsey, 144 Wallace Ave., East Pittsburgh, PA 15112 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence from William Ramsey, 144 Wallace Ave., East Pittsburgh, PA 15112 to the Board of Commissioners thanking them for meeting with him to discuss employment opportunities.	March 27, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to William Ramsey, 144 Wallace Ave., East Pittsburgh, PA 15112 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:45 AM.	March 16, 2004	Records Manual only requires retention two years following application (See Sect PS-2 of the Municipal Records Man approved December 16, 2008).
Correspondence addressed to William Ramsey, 144 Wallace Ave., East Pittsburgh, PA 15112 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Application for employment and resume from Jay Ernest Spamer, Jr., 130 Gardenia Dr., Turtle Creek, PA 15145	Undated application. Resume received March 3, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Jay Spamer, Jr., 130 Gardenia Dr., Turtle Creek, PA 15145 from Rebecca Bradley enclosing a copy of the advertisement for the position of Laborer with the Department of Public Works that was advertised in the Post-Gazette.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Jay Spamer, Jr., 130 Gardenia Dr., Turtle Creek, PA 15145 from Rebecca Bradley confirming an interview on March 27, 2004 at 10:55 AM.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 2008).

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Handwritten note from Jay Spamer, 130 Gardenia Dr., Turtle Creek, PA 15145 thanking the Board for taking the time to meet with him.	Undated, received by Township April 5, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Correspondence addressed to Jay Spamer, Jr., 130 Gardenia Dr., Turtle Creek, PA 15145 advising that he is no longer being considered for the opening in Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Two copies of a memorandum to the Board of Commissioners from Rebecca Bradley, regarding scheduling interviews for March 27, 2004.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Memorandum address to John F. Cambest, Solicitor from Rebecca Bradley, Manager, requesting a legal opinion regarding Veteran's Preference	March 30, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Six pages of handwritten notes on candidate's interviews	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008).
Four copies of employment advertisement for Laborer – Public Works Department	January 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Two copies of a memorandum from Paul Vargo, Public Works Superintendent to the Board of Commissioners and Rebecca Bradley, Manager, regarding a vacancy in the Public Works Department and attaching a copy of an application for Eric Bullard, 2012 Monroe St., Pittsburgh, PA 15218	February 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Application and resume for Wade Douglas Barbin, 560 Mortimer Ave., Turtle Creek, PA 15145	March 5, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Memorandum from Rebecca Bradley, Manager to the Board of Commissioners attaching supplemental information received from applicants	March 5, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Memorandum from Rebecca Bradley, Manager to the Board of Commissioners attaching sample correspondence to be sent out to candidates for laborer's position and a copy of a resume for Timothy Saunders, 403 Card Ave., Wilmerding, PA 15148 (duplicate/original in personnel file); a resume for John R. Furman, 304 Greenfield Ave., Pittsburgh, PA 15112; a resume for William H. Ramsey, 144 Wallace Ave., East Pittsburgh, PA 15112; and a resume for Joseph R. Terry, 311 Braddsley Dr., Pittsburgh, PA 15235.	February 25, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Memorandum from Rebecca Bradley to the Board of Commissioners attaching copies of all applications that Paul Vargo had for DPW positions.	February 12, 2004	Records Manual only requires retention for two years following application (See Secti PS-2 of the Municipal Records Man approved December 16, 2008)
Handwritten list of twenty four candidates for laborer's position – written by Paul Vargo	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Excel spreadsheet prepared by Mr. Vargo, Public Works Superintendent, listing 10 candidates, their residency, whether they have a CDL, their skills and his comments.	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Original application for employment for John Alexander Jessup, 117 Bessemer Ave., East Pittsburgh, PA 15112, including a letter of recommendation from Norine Kelly, Executive Director of the Turtle Creek Valley Council of Governments, and a two page resume (received after the deadline of February 6, 2004)	February 23, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Cover letter and resume for Wade D. Barbin, Jr., 560 Mortimer Ave., Turtle Creek, PA 15145	Undated	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Original application for employment for Joseph Paul Schopp, 157 Anderson Rd., North Huntingdon, PA 15642 (received after the deadline of February 6, 2004)	February 18, 2004	Records Manual only requires retention two years following application (See Sect PS-2 of the Municipal Records Man approved December 16, 2008)
Original application for employment and resume for Gerard Thomas Chismar, 425 Dunbar Dr., Pittsburgh, PA 15235 (received after the deadline of February 6, 2004)	February 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to Lisa Taglieri, 218 Churchill Rd., Turtle Creek, PA 15145 confirming that Ms. Taglieri has chosen to no longer be considered for the position of laborer with the Public Works Department.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Application for employment with the Department of Public Works for Lisa A. Taglieri, 218 Churchill Rd., Turtle Creek, PA 15145	August 11, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager to Michael Henk, 200 Frazier Dr., Pittsburgh, PA 15235 confirming that he has chosen to no longer be considered for the position of laborer with Public Works Dept.	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Application for employment for Michael W. Henk, 200 Frazier Dr., Pittsburgh, PA 15235	August 2, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to Michael Henk, 200 Frazier Dr., Pittsburgh, PA 15235 forwarding a copy of the advertisement for employment for the position of laborer.	February 26, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager to Jonathan R. Long, 606 Filmore Dr., Pittsburgh, PA confirming that he has chosen to no longer be considered for the position of laborer with Public Works Dept	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Application for employment for Jonathan R. Long, 606 Filmore Dr., Pittsburgh, PA 15221	October 14, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to Jonathan R. Long, 606 Filmore Dr., Pittsburgh, PA 15221 forwarding a copy of the advertisement for employment for the position of laborer.	February 26, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Application for employment and resume for Joseph R. Terry, 311 Braddsley Dr., Pittsburgh, PA 15235	August 19, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to Joseph Terry, 311 Braddsley Dr., Pittsburgh, PA 15235 forwarding a copy of the advertisement for employment for the position of laborer.	February 24, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to Joseph Terry, 311 Braddsley Dr., Pittsburgh, PA 15235 confirming the scheduling of an interview for Saturday, March 27, 2004 beginning at 9:15 AM	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager to Joseph Terry, 311 Braddsley Dr., Pittsburgh, PA 15235 confirming that he has chosen to no longer be considered for the position of laborer with Public Works Dept	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Application for employment for William David Kearney, 338 Delaney Dr., Pittsburgh, PA 15235	January 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to William Kearney, 338 Delaney Dr., Pittsburgh, PA 15235 confirming an interview for March 27, 2004 beginning at 9:40 AM	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence from Rebecca Bradley, Manager to William Kearney, 338 Delaney Dr., Pittsburgh, PA 15235 confirming that he is no longer interested in the position of laborer with the Department of Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Sectio PS-2 of the Municipal Records Manu approved December 16, 2008)
Application for employment and resume for John R. Furman, 304 Greenfield Ave., Pittsburgh, PA 15112	August 21, 2003	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to John Furman, 304 Greenfield Ave., Pittsburgh, PA 15112 confirming an interview on March 27, 2004 at 11:00 AM	March 16, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)
Correspondence from Rebecca Bradley, Manager, to John Furman, 304 Greenfield Ave., Pittsburgh, PA 15112 confirming that he is no longer interested in the position of laborer with the Department of Public Works.	April 13, 2004	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual, approved December 16, 2008)

TOWNSHIP OF WILKINS

RESOLUTION NO. 18-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE DESTRUCTION OF SPECIFIC RECORDS IN CONFORMANCE WITH RESOLUTION NUMBER 14-2009 AND THE MUNICIPAL RECORD MANUAL APPROVED BY THE LOCAL GOVERNMENT RECORDS COMMITTEE ON DECEMBER 16, 2008.

WHEREAS, by virtue of Resolution Number 14-2009 adopted, September 14, 2009, the Township of Wilkins declared its intent to follow the schedules and procedures for the disposition of records as set forth in the Municipal Records Manual approved on December 16, 2008; and

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality.

NOW, THEREFORE, be it resolved that the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, in accordance with the above cited Municipal Records Manual, hereby authorizes the disposition of the following list of public records.

Adopted this 8th day of August, 2010 by the Township of Wilkins.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence from John Means to Gateway Publications requesting advertising of a Notice for ALCOSAN Treatment Regulations.	November 22, 1994	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from N. Leonard Hill to Carolyne Ford regarding fuel use for February-March 2002	May 6, 2002	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an email from Richard Semple, GIS Group Manager, Senate Engineering to Carolyne Ford, regarding a GIS Grant Application	September 30, 2002	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memorandum from Rebecca Bradley to the Board of Commissioners regarding the need to attend a hearing in Beaver County.	November 24, 2003	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from R. Bradley to Buffalo Wild Wings from Rebecca Bradley thanking them for their donation of wings for the Christmas Party	January 20, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from R. Bradley to Lee Schaeffer of 204 Delaney Drive thanking him for his assistance with the audio system.	February 10, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Karen Luffe to Rebecca Bradley requesting time off.	April 15, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Paul Costa thanking him for the donation of a new flag for the Commissioner's room.	April 19, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memorandum from Rebecca Bradley to N. Leonard Hill regarding grass clippings at Faith Bible Baptist	April 28, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter from R. Bradley to Michael McCarthy, Court of Common Pleas, Board of Viewers advising that the Township is represented by John F. Cambest, not John Means.	April 28, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Rebecca Bradley to the Board of Commissioners regarding a raffle ticket for a Chevy Trailblazer	May 7, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an email from Rod Wilt regarding potential sites for HUD approved senior housing apartment buildings.	May 13, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of correspondence from Rebecca Bradley to James M. Frank, Jr., Manager, Allegheny County GIS enclosing the completed municipal government geographic information survey.	June 1, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Lieutenant Governor Catherine Baker Knoll to Allegheny County Council, City, County and Municipal Officials regarding the TechTrends 2004 Conference to be held from August 3-6, 2004 in Pittsburgh	July 12, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Comp USA advising who is authorized to purchase from them.	August 17, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Thank you card from Ray Rykaceski of 951 Elizabeth Street to Rebecca Bradley and the Board for paving Elizabeth Street.	September 14, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Angela Marcinizyn of Buffalo Wild Wings to the Board of Commissioners requesting permission to use the Township's amphitheater on October 6, 2004.	September 16, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Cheryl Akers-Stanton thanking her for her help during the flooding and evacuation of residents.	September 27, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Rebecca Bradley to the Board of Commissioners regarding expiring Committee/Board terms; attaching a sample of correspondence to be sent to sitting members and return form letters from the following sitting members who were interested in reappointment: Zoning Hearing Board - Ralph Keller, 152 Gilmore Dr., Recreation Advisory Board - Richard Voeltzel, 116 Gardenia Dr., Beth Humberston, 118 Frazier Dr., Susan and John Morvay, 115 Gardenia Dr., Patty Nowikowski, 118 Gardenia Dr., and Civil Service Commission - Joseph Henry, 1439 Jefferson Heights Rd.,	November 18, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence addressed to the Pittsburgh Post-Gazette from Rebecca Bradley requesting advertisement of a budget meeting in the November 26, 2004 edition of the paper.	November 23, 2004.	Records Manual only requires retention so long as of administrative value. See Section AL-33 of the Municipal Records manual, approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to John Prentice, Manager of Home Depot thanking him for donating Christmas lights.	November 30, 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence from Thomas Bova, Chief Financial Officer of Gateway Newspapers to Legal Advertising Customers advising of an increase in advertising rates for 2005.	December 2004	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Facsimile cover sheet to Gateway Newspapers and attached Public Notice of Meeting Schedules for 2005	December 3, 2004	Records Manual only requires retention so long as of administrative value. See Section AL-33 of the Municipal Records manual, approved December 16, 2008
Correspondence from Rob Jones, Dominion Peoples Gas regarding increasing natural gas prices	January 6, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Florian Rajakovich, Vice President of the HDH Group, Inc., enclosing the most recent MRM newsletter.	January 11, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter to Woodland Hills Progress Star from Rebecca Bradley, changing the meeting dates of February 14th and 28th to the 21st.	February 3, 2005	Records Manual only requires retention so long as of administrative value. See Section AL-33 of the Municipal Records Manual approved December 16, 2008.
Copy of correspondence to Lorraine Buck, 144 Penhurst Drive from Rebecca Bradley regarding the 2005 donation to the Penhurst Civic Association	February 25, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copies of notes from George Abram of 85 Ridgecrest; Mrs. Bertatino, Edith Street and Lorane Albert 107 Queenston Dr., commending the road crew for a fantastic job with snow removal.	March 25, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Rich Santorum urging the House and Senate to support the Community Development Block Grant Program.	April 1, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Steve Orosz, Mayor and Chairman of the Historical Society for the Borough of Chalfant inviting the Board to attend an open house.	April 20, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an advertisement for the position of Property Maintenance Officer.	May 1, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Rebecca Bradley to the Board of Commissioners regarding topics to be discussed in Executive Session on May 9, 2005.	May 6, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Handwritten note from George A. Kemeny of 141 Penhurst Drive to the Board of Commissioners thanking them for paving Penhurst.	May 6, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from David Miller, Associate Dean of Graduate School, University of Pittsburgh to Rebecca Bradley regarding a Municipal Managers Roundtable Luncheon	May 11, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Correspondence from David Miller, Associate Dean of Graduate School, University of Pittsburgh to Rebecca Bradley regarding a Municipal Managers Roundtable Luncheon	May 13, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Facsimile cover from Dr. Charles Bostaph, CCAC to the Board of Commissioners requesting to borrow art display screens.	May 17, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Rebecca Bradley to the Board of Commissioners regarding time off.	May 28, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Debra Barringer to the Board of Commissioners requesting permission to use the municipal building for an art show.	June 7, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Debra Barriner, 144 Gilmore Drive regarding the use of the Municipal Building for an art show.	June 14, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Karen Luffe to Paul Vargo, Keith Guthrie, Stephanie Bond, Ceil Repasi and Thomas Hunsberger regarding the need to turn in payroll hours early due to the holiday.	June 21, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Jim Dee, Director of Marketing & Business Development, Case Sabatini to the Business Manager introducing their firm.	August 1, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Mel and Beverly Pollock to Karen Luffe thanking the Township for the use of the art screens for the art show.	August 2, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Rachel Filippini, Executive Director of Group Against Smog & Pollution, Inc., regarding a GASP meeting to be held on October 1, 2005.	August 4, 2005.	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Dr. Charles Bostaph, CCAC to the Board of Commissioners thanking the Board for the use of the art screens.	August 5, 2005.	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memorandum from Brain Meadows, Senior Vice President, Supply Chain Management, Sprint Nextel regarding Supplier Frequently Asked Questions.	August 15, 2005.	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence to Pittsburgh Post-Gazette from Rebecca Bradley for the purpose of advertising a 1994 Ford F-350 4X4 Dump Truck with snow plow and spreader for sale	August 9, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.

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Flyer from Bill Gamble, Municipal Police Consultant regarding police services	August 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Rebecca Bradley to Lori Kinzler, PNC regarding Mr. Wilson's COLA.	August 23, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an invoice from the Pennysaver for advertising crossing guard openings.	August 17, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Meeting Notice from Stephen Zapalla and James Brewster regarding Mon Valley Public Safety Issues	August 31, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Karrie Valauri, Project Director, AARP to the Commissioners announcing the AARP Senior Community Service Employment Program will be serving Wilkins from office in Forest Hills.	September 9, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to James Bruwelheide of 6406 Quincy Drive, Verona, regarding receipt of his resume for Building Inspector.	September 21, 2005	Records Manual only requires retention for two years following application (See Section PS-2 of the Municipal Records Manual approved December 16, 2008).
Correspondence from Jeanie Slick, Mission Committee Chairperson for the McMasters United Methodist Church, regarding their 19th annual Free Community Thanksgiving Dinner	October 5, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Don Woodfill, 106 Briaridge Dr., thanking the Board for changing the turn lane at Briaridge and Brown to permit a right turn on red.	October 9, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memorandum to Gary Matta, Solicitor from Rebecca Bradley regarding the Verizon Bonus Points program.	October 13, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Handwritten note from Debra Barringer of 144 Gilmore Dr advising that she was unsuccessful in receiving a grant for an art show and will therefore not need to use the municipal building.	October 17, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Beth Palko, Coordinator, Workforce Development Programs and Activities for the Allegheny Intermediate Unit regarding their customized job training programs.	October 21, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Chris Brenenborg, BSA Troop 90, 5 Grayhurst Dr., requesting a donation for a "Vial of Life" project that he was working on.	October 26, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of correspondence from Rebecca Bradley to John Prentice, Manager, Home Depot thanking him for donating lights for the Christmas tree.	December 13, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Linda Porado thanking her for decorating the Christmas tree.	December 13, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Ursula H. Pappas to the Wilkins Township Zoning Board advising that she is closing her service.	December 14, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Joseph Terry indicating his interest in serving on the Zoning Board or Planning Commission.	December 22, 2005	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Robert Stape, Direction of Operations for Goodwill introducing Bora Caliskan, the new Director of Production Services at Goodwill Industries of Pittsburgh.	January 3, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Betty Berkely, Director of Career Services and Alumni Relations, University of Pittsburgh, inviting the Township to participate in the Graduate School of Public and International Affairs 9th Annual Internship Fair.	January 3, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Senator Jay Costa, Jr., to Frank Greco, congratulation him on his election as President of the Wilkins Township Board of Commissioners.	January 3, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from State Representative Paul Costa to Rebecca Bradley congratulating those Commissioners being sworn in.	January 3, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Constance McKeever, 118 Larchwood Dr., advising that she has been reappointed to the position of Zoning Hearing Board member.	January 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Gary Matta, Solicitor advising that the Board of Commissioners reappointed the firm of Dodaro, Cambest and Associates.	January 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of correspondence from Rebecca Bradley to Joseph Terry, 311 Braddsley, that the Board unanimously appointed him to the Planning Commission for five years.	January 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Ronald Puntil, 204 Penhurst Dr., advising that the Board reappointed him to the IDA Board.	January 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of correspondence from Rebecca Bradley to Angie Gialloreto, 977 Elizabeth St., advising that she has been reappointed to the Vacancy Committee.	January 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from Rebecca Bradley to Mark Wolfgang, 339 Sunset Drive., advising that he has been reappointed to the Planning Commission.	January 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memo to the Board from R. Bradley regarding an American Community Survey from US Census Bureau.	January 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo to K. Luffe from R. Bradley regarding Penhurst Civic Association donation.	January 12, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Facsimile cover page and attached Oaths of Office for Frank Greco, William Wilson, George Porado, Joseph Henry, Gerry Meyer, Michael Berger, Paul Messineo and Dora Packowski to Judge Mariani for signature.	January 17, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memo to the Board from R. Bradley regarding the Town Planner Calendar.	January 26, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memo to the Board from R. Bradley regarding test boring for the Mon Fayette Project.	January 26, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memo to the Board from R. Bradley regarding Citizen of the Year	January 26, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of a memo to the Board from R. Bradley regarding a hospitalization insurance meeting and Civil Service training	January 26, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail to K. Luffe from Laura Murcek, 104 Hibiscus regarding the history of Wilkins.	February 23, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of a memo to the Public Safety Committee, Chief Guthrie, Mr. Vargo, Mr. Hill, Mr. Romanelli, Mr. McElhaney and Mr. Bair from R. Bradley regarding a Public Safety Committee meeting	February 27, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Board regarding Thank you letters to Mr. and Mrs. Stanton, Mrs. Null, Mrs. Romanelli, Mrs. Delanko, Mrs. Chapman, Mrs. Porado and Mr. Rizza. (Copies of Thank you letters attached).	February 28, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files - See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of Local Government Survey on Advertising Costs	March 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from T.L. Tassone, Chief Executive Officer, American Red Cross Southwestern Pa Chapter providing a fact sheet for Disaster Response Services.	March 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo to Sylvia Martinelli from R. Bradley regarding approval of the placement of ABITIBI Dumpsters.	March 16, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files – See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence to Congressman Mike Doyle, Senator Rick Santorum, Senator Arlen Spector and Congressman Timothy Murphy from R. Bradley regarding the Community Development Program.	March 16, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from R. Bradley to Winifred Klingerman, Turtle Creek Memorail Day Association regarding the approval of a donation of $100 (attached – request for donation; invitation to participate)	April 12, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Congressman Tim Murphy to R. Bradley regarding the 1996 Telecommunications Act rewrite.	April 19, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter from P. Vargo to Steve Kasunich, Penn Center, regarding zoning for the Western School	May 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Cindy Peterle, President, Century Club of Wilkins Township thanking the Board for their ad contribution for the 2006 Spaghetti dinner.	May 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Allegheny League of Municipalities advising that the Township budgeted $81,000 in Cable TV Franchise Fees for 2006.	May 8, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from John Garner, Jr., MEABT CEO, Secretary, Treasurer and Executive Director of the PLCM regarding a new health insurance program.	May 25, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Board advising of jury duty.	June 1, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an email from P. Vargo to R. Bradley and K. Luffe regarding Lions Park hauling.	June 5, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

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Letter from William B. Carnahan, Vice President, External Affairs, Verizon regarding the Cable Customer Choice and Competition Act.	June 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of memo from R. Bradley to the Board regarding Rotary Membership Applications. Applications attached for F. Greco, P. Padula, W. Wilson and S. Fialla,	June 8, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Paul Arent, Arent Office Equipment to R. Bradley regarding purchasing chairs for Commissioners' room.	June 8, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter from R. Bradley to Dr. Charles Bostaph, CCAC regarding permission to borrow art screens (attached – facsimile request from Dr. Bostaph to use art screens)	June 14, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Handwritten note from Maurice Shoatz, SCI, seeking information on Wilkins Township.	July 1, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Frank & Anne Hussman to R. Bradley regarding Wilkins Girls Softball.	July 1, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from James C. Anweiler, Post Commander for the VFW, Cline St., seeking a donation for a family picnic.	July 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo to Frank Greco, Sharyn Fialla and Paul Padula from R. Bradley regarding Rotary Club membership applications.	July 11, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from R. Bradley to Linda Boutillette enclosing a completed Rotary membership application for Mrs. Bradley, Mr. Wilson and Mrs. Martinelli	July 11, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R Bradley to S Fialla attaching a copy of the Vendor Registration form for Community Days.	July 13, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Paul Padula to R. Bradley, P. Vargo, F. Greco and S. Martinelli regarding the Eastmont sign.	July 31, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Board regarding vacation days; attaching a portion of the Manager's contract detailing the number of days available and a handwritten summary of days used.	August 18, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

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Copy of a memo from R. Bradley to the Board of Commissioners regarding the demolition of the Yost Café.	September 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Board regarding Vacation	September 7, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of a memo from R. Bradley to the Public Safety Committee and Chief Guthrie regarding a Public Safety Committee Meeting.	September 20, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo to "Wilkins Township Employees" from R. Bradley regarding free flu shots.	September 21, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Nancy Terpack, Administrative Assistant for the Western Pa Conservancy reminding the Township to contact the WPJWA and shut off the irrigation water that the flowerbed located at 3475 Wm. Penn Hwy.	October 3, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to F. Greco regarding the value of one mill.	October 4, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Cheryl Fedder, 110 George St., to Wilkins Township regarding the traffic on Harrison at George St., and requesting a mirror	October 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of the minutes of the regular meeting of the Board of Commissioners of October 9, 2006.	October 9, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a letter from R. Bradley to Patty Nowikowski congratulating her on being recognized as the Citizen of the Year (attached correspondence from Monroeville Area ROC)	October 17, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of a letter to Charles Straley, 558 Brown Ave., from R. Bradley regarding the color of water in the creek in front of his home (attached 2 police reports)	October 17, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Mr. Stephen Lazzaro, Principal, Faith Christian School thanking the Board for reimbursing $295 of their sewer bill.	October 17, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Cheryl Fedder, 110 George Street to Paul Vargo & the employees of Wilkins thanking him for the mirror at George and Harrison	October 25, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

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AT&T Public Policy Update – Cable Television Franchising	October 25, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Florian Rajakovich, Senior Vice President HDH Group, Inc., regarding municipal insurance coverage	November 3, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from J. Bracken Burns, Sr., Chairman, Southwestern Pa Commissioner regarding a Regional Partners Group Meeting #2.	November 16, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memo from K. Luffe to R. Bradley regarding vacation	December 4, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memo from R. Bradley to the Commissioners regarding the Christmas holiday for staff.	December 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
E-mail from Bob Medvesky, Equitable Gas to R. Bradley advising that Equitable Gas is purchasing Dominion Peoples Gas.	December 6, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memo from R. Bradley to the Board confirming that Bechtel will be moving to Monroeville in August of 2007.	December 13, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence to Robert McGrath, 269 Penhurst Drive regarding the 2007 proposed budget	December 14, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter to Linda Porado from R. Bradley thinking her for decorating the gazebo and Christmas tree	December 14, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter from M. Clare Zales, Deputy Secretary of Education & Commissioner for Libraries to Pennsylvania Municipalities, Public Library Directors announcing a funding opportunity for 2007	December 14, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter from Dennis C. Wolff, Commonwealth of Pennsylvania to Friend of Pa Agriculture encouraging attendance t the 4th Annual Pa Farm Show Public Officials Day Luncheon	December 19, 2006	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Diana Megdad, Keystone Library Facilities Advisor, Office of Commonwealth Libraries, Pa Department of Education requesting input for a Needs Assessment for the Keystone Recreation Parks and Conservation Fund Grant Program for Public Library facilities.	March 5, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

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Copy of a memo to Frank Greco from R. Bradley regarding representation on the WPJWA	March 6, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from K. Luffe to A. Stanonik, L. Taglieri, E. Miller, R. Lehew, W. Wilson, E. Krancic & D. Geric regarding Sam's Club Membership	March 6, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter to Municipal Manager from Debral Engler, Candidate MPA, University of Pittsburgh regarding a survey that they were conducting	March 8, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memo from R. Bradley to K. Luffe regarding reimbursement for parking (original with voucher) with copies of parking slips attached.	March 19, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Thank you card from Christy R. Goss, President of the Penhurst Civic Association, for the $200 donation for 2007.	March 19, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Angie Giallorretto, Chair, Wilkins Twp. Democratic Committee requesting permission to use the Municipal Building for a meeting on May 6, 2007.	April 19, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Deborah Friedman, Membership Chairman, Century Club to the Commissioners thanking them for placing an ad for the 2007 Spaghetti Dinner.	May 5, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of a letter to C.C. Mellor Library from R. Bradley authorizing their use of the Municipal Building for Summer Story Hour.	May 11, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008
Copy of a memo from P. Vargo to the Board of Commissioners and R. Bradley regarding Lions Park Cleanup by the Trinity Christian School	May 16, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of memo from P. Vargo to the Board and R. Bradley regarding seasonal help and employees rates.	May 21, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memo from R. Bradley to the Commissioners regarding vacation time.	May 22, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Frederick Polner, marketing Cable Television /Telecommunications legal aid.	May 22, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from J. Travis Rice, Senior V.P., Managing Director, PNC Institutional Investments regarding an independent survey.	May 25, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of letter to Don Wilson, Principal, Trinity Christian School, from R. Bradley, thanking them for volunteer work at Lions Park	May 31, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter to Richard DeRiso from R. Bradley thanking him for donating to ornamental pear trees for Lions Park.	May 31, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Thank you note from G.W. Norris to the road department thanking them for keeping Sunset Dr. in good condition during the winter.	May 31, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Eugene Foley to the Township Commissioners regarding a noise complaint.	June 4, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memo from Thomas J. Giancristoforo, Jr., President of the Pa State Association of Township Commissioners to Managers/Secretaries regarding information for the annual business meeting on June 23, 2007 at the Lancaster Host Resort and Conference Center.	June 7, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Janet McGuire, Work-A-Thon Site Coordinator, Trinity Christian School to Paul Vargo thanking him for his support of the Trinity Christian School's 2007 Work-A-Thon.	June 13, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of the 35 Annual Joint Fall Conference information for the Allegheny County & Western Pa Association of Township Commissioners.	June 13, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from David Deal, LGA Intern at the TCVCOG requesting help on a project that he was working on with the COG.	June 21, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Flyer from the Allegheny League of Municipalities regarding the 2007 Legislative Golf Invitational.	June 26, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Memo from R. Bradley to the Commissioners regarding a meeting with the District Manager for the Postal Service (Regional Pittsburgh Area)	July 3, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Tom Brush, 945 Rita Drive, requesting the use of one of the basketball courts at Lions or Eastmont park for two weekends in August to run a basketball clinic for boys/girls entering grades 5 through 8.	July 9, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Dale M. Mitchell, EMS Specialist, UPMC Braddock, to Paul Vargo thanking the Township for allowing them to bring the SMART Unit to the Summer Festival.	July 10, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of letter to Susan Warnock, 239 Kingston Dr., congratulating her on her selection as Miss. Pittsburgh.	July 12, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a letter to Christina Lustig, 310 Dunbar Drive congratulating her on receiving a National Merit Scholarship.	July 12, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of correspondence from John A. Garner, Jr., Secretary/Treasurer PLCM Executive Director, UCOMP advising that the Township received a dividend of $1,847 for 2006.	July 13, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Commissioners regarding vacation.	July 25, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Correspondence from Sally Bogie, Library Director, C.C. Mellor Memorial Library requesting permission to hold weekly library programs.	August 1, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Notice from the Department of Justice, Office of Justice Programs regarding Dragon Skin Body Armor	August 3, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Bill Gamble, Municipal Police Testing/Personnel Management Consultant regarding entry level or promotional police testing.	August 6, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Tom McElhone, President, Allegheny County & Western Pa Association of Township Commissioners extending a personal invitation to the President/Chairman and the municipality to attend the 35th annual fall conference.	August 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Two copies of a letter from the Allegheny County CAD Technicians / Emergency Services regarding the DPW call-out list for 2007	August 14, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a letter from R. Bradley to Sally Bogie, C.C. Mellor Library advising of the Board's authorization to use the Municipal building for preschool story hour.	August 15, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a letter from R. Bradley to Patty Stewart, advising of Board approval of the following: create a separate interest bearing account for Community Day revenues ($3,338.31); accept the recommendation of the Recreation Board to remove Melvin Brandon and Richard Wise from the Board and approve the Halloween Budget.	August 15, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Copy of a memo from R. Bradley to Chief Guthrie, P. Vargo and N.L. Hill regarding training videos provided by Penn Prime	August 16, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a letter from R. Bradley to Allegheny County Emergency Services enclosing the completed call-out list for 2007.	August 21, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Facsimile from Portersville EMS and VFD regarding Meth-Labs (advertisement for class)	August 22, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to D. Kemp and E. Sejko scheduling a pension board meeting	August 22, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to D. Kemp and E. Sejko scheduling a pension board meeting	August 29, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Commissioners regarding the WHSD Eastern Zone PTO Meeting.	August 29, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008
Letter from Daniel A. Devlin, Acting Direct, Bureau of Forestry, DCNR, encouraging participation in the 2007 State Forest management Plan Update Process.	August 30, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of letter from Anita Lengvarsky, Director of Programs, Local Government Academy, requesting the use of the municipal building to hold a training class.	September 10, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an email from Mike Bellmonte regarding the next meeting of the Forest Hills Intergovernmental group	September 30, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Chuck DiPietro, Transportation Planning Director, Southwestern Pa Commission inviting attendance at the Congestion Management Process Work Group Meeting to be held on November 1st.	October 1, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Cindy Hasenjager, Deputy Director of 3 Rivers Wet Weather, Inc., rescheduling a Basin Group meeting	October 2, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Mike Bellmonte, regarding In-Woodland Hills Magazine	October 2, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to the Commissioners regarding a contractual salary increase (original with payroll records)	October 4, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Letter from Fernando E. Armstrong, Regional Director, United States Department of Commerce regarding household surveys with the U.S. Census Bureau.	October 10, 2007	Records Manual only requires retention so long as of administrative value for routin correspondence or housekeeping files. Se Section AL-1 of the Municipal Records manu approved December 16, 2008.
Two copies of correspondence and information from Pennoni Engineering / Paul Messineo, Jr., P.E.	October 17, 2007 / December 20, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an invoice and general information on the Local Government's Newly Elected Officials Course	October 17, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an email from Mike Bellmonte thanking everyone for taking the time to attend the meeting with the representatives of the school	October 29, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an email from Mike Bellmonte regarding a letter to the editor	October 30, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of a memo from R. Bradley to Patty Stewart regarding approval of the Christmas budget and changing the name of Community Days to Summer Festival.	November 13, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Letter from Florian Rajakovich, Senior Vice President, HDH Group, Inc., regarding insurance policies	November 14, 2007	Records Manual only requires retention so lon as of administrative value for routin correspondence or housekeeping files. Se Section AL-1 of the Municipal Records manu approved December 16, 2008.
Letter from Senate Engineering, Gordon Taylor, President, and William McKeever, Vice President and Thomas E. Taylor, Secretary extending their appreciation to the Board for letting them represent the Township.	November 15, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of the minutes of the Woodland Hills Intercouncil /School District Meeting of October 24, 2007	November 26, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Maria Mccool providing information about the current events at the Woodland Hills School District	November 26, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Copy of an e-mail from Marshall Bond, Monroeville Manager, requesting information on billing for refuse pick-up	December 3, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.
Facsimile from Katie Cavanaguh, U.S. Congressman Murphy's office, to the Township inviting the Board to attend the Federal Surplus and Law Enforcement Property Division Seminar	November 28, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

Description of Document to be Destroyed	Date of Document	Reason for Destruction
Letter from Robert E. Hagan, Jr., CPA, President, American Healthcare regarding on-site flu shots free of charge.	December 17, 2007	Records Manual only requires retention so long as of administrative value for routine correspondence or housekeeping files. See Section AL-1 of the Municipal Records manual approved December 16, 2008.

TOWNSHIP OF WILKINS

RESOLUTION NO. 19-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING REBECCA BRADLEY, MANAGER, TO EXECUTE FOR AND IN BEHALF OF WILKINS TOWNSHIP ALL REQUIRED FORMS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE FOR THE HAZARD MITIGATION GRANT PROGRAM UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT

WHEREAS, the Pennsylvania Emergency Management Agency (PEMA) requires the Township to designate an agent for the purpose of obtaining financial assistance through the Hazard Mitigation Grant Program (HMGP) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins do hereby resolve that Rebecca Bradley, Manager, is the Township's designated agent and hereby authorize the completion, execution and submission of the Designation of Agent form attached hereto and made a part hereof.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 25th day of October, 2010.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, Chairperson

DESIGNATION OF AGENT

RESOLUTION

BE IT RESOLVED THE BOARD OF COMMISSIONERS **OF** THE TOWNSHIP OF WILKINS
(Governing Body) **(Public Entity)**

THAT REBECCA BRADLEY, MANAGER
(Name) **(Title)**

is hereby authorized to execute for and in behalf of

THE TOWNSHIP OF WILKINS,

a public entity established under the laws of the Commonwealth of Pennsylvania, all required forms and documents for the purpose of obtaining financial assistance for the Hazard Mitigation Grant Program (HMGP) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

Passed and approved this 25TH day of OCTOBER, 20 10.

CERTIFICATION

, REBECCA BRADLEY, duly appointed and MANAGER
(Name) **(Title)**

of THE TOWNSHIP OF WILKINS, do hereby certify that the above is a true and correct copy of
(Public Entity)

a resolution passed and approved by the BOARD OF COMMISSIONERS
(Governing Body)

of THE TOWNSHIP OF WILKINS on the 25TH day of OCTOBER ~~19~~ 2010

Rebecca Bradley — MANAGER — 10/25/10
(Signature) **(Official Position)** **(Date)**

TOWNSHIP OF WILKINS

RESOLUTION NO. 20-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA AGREEING TO THE TERMS AND CONDITIONS OF THE OPEN SPACE SUB-APPLICANT MAINTENANCE AGREEMENT CERTIFICATION

WHEREAS, the Township of Wilkins, Allegheny County, Pennsylvania, is applying for funds through the Federal Emergency Management (FEMA) Hazard Mitigation Grant Program (HMGP) for the purpose of acquiring and demolishing structures which have been damaged due to flooding; and

WHEREAS, as a part of that grant application, the Township is required to enter into an agreement with the Pennsylvania Emergency Management Agency (PEMA) as a sub-applicant; and

WHEREAS, a copy of that agreement, entitled Open Space Sub-Applicant Maintenance Agreement Certification is attached hereto and made a part hereof.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins do hereby authorize the execution of the attached Open Space Sub-Applicant Maintenance Agreement Certification attached hereto and made a part hereof.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 25th day of October, 2010.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli, President
Wilkins Township Board of Commissioners

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NUMBER 21-2010

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP OF WILKINS TO PARTICIPATE IN THE ALLEGHENY COUNTY JOINT PURCHASING CONTRACT ADMINISTERED BY THE COUNTY OF ALLEGHENY.

WHEREAS, Section 1902 of Act 57 of May 15, 1998, (Title 62 Pa C.S. 1902), known as the "Commonwealth Procurement Code," permits local public procurement units, local municipalities, and authorities to sponsor, establish, participate in, conduct, or administer a cooperative purchasing agreement for the procurement of any goods, materials, equipment or services with another local procurement unit; and

WHEREAS, a "local procurement unit" is defined as: any political subdivision, public authority, educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue or ambulance company; and any nonprofit cooperation operating a charitable hospital; and

WHEREAS, it is hereby deemed to be in the best interest of the Township of Wilkins to participate in Allegheny County joint purchasing contract, which is administered by the County of Allegheny.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that Wilkins Township will participate in the Allegheny County joint purchasing contract by purchasing equipment and supplies from the contract and based upon the terms and conditions of the contract and at the same prices. Further, Wilkins Township will be responsible for the payment of the price directly to the contractor of said expenses directly related.

BE IT DULY RESOLVED by the Board of Commissioners at its regularly convened meeting held on the 25th day of October, 2010.

WITNESS

Rebecca Bradley
Township Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President

TOWNSHIP OF WILKINS

RESOLUTION NO. 22-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ESTABLISHING THE HEALTH CARE BENEFIT OF FULL TIME EMPLOYEES WHO DO NOT HAVE WRITTEN AGREEMENTS.

WHEREAS, the Board of Commissioners of Wilkins Township adopted a Codified Book of Ordinances on December 28, 1998; and

WHEREAS, in accordance with Chapter 33, Section 33-8 of the Codified Book of Ordinances, the Board of Commissioners wishes to establish the health care benefit of full time employees who do not have written agreements.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves that effective January 1, 2011, all full time employees of the Township of Wilkins who do not have written agreements to the contrary shall contribute twenty-five percent of the increase in their particular healthcare premium. For purposes of this Resolution, healthcare premium is defined as all parts of the costs associated with each particular full time employee as listed on the invoice from Municipal Employers Insurance Trust, which shall include, at a minimum, health, dental, vision, term life and service fees.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8nd day of November, 2010.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 23-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING AND CONSOLIDATING RESOLUTION NUMBER 9-2009, AS AMENDED BY RESOLUTION NUMBERS 02-2010, 09-2010, TO INCLUDE FEE SCHEDULES FOR VARIOUS PERMITS AND SERVICES PROVIDED BY THE TOWNSHIP OF WILKINS, DELETING FEES FOR PERMITS AND SERVICES NO LONGER APPLICABLE, AND ADDING FEES FOR RENTAL REGISTRATIONS.

WHEREAS, the Township requires fees for various permits and services; and

WHEREAS, over the course of the last year, these fees have been adopted by Resolution Numbers 9-2009, 02-2010, and 09-2010; and

WHEREAS, at their regularly scheduled meeting of November 22, 2010, the Board of Commissioners adopted Ordinance Number 1010, requiring rental registrations and establishing an annual fee there for; and

WHEREAS, the Board of Commissioners is desirous of creating one Resolution to be known as the Schedule of Fees encompassing the fees for all permits and services required by the various codes of the Township.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves that Resolution Numbers 09-2009, 02-2010 and 09-2010 are hereby consolidated into this resolution known as the Schedule of Fees and fees for rental registrations are hereby added. By adoption of this Schedule of Fees, Resolution Numbers 09-2009, 02-2010 and 09-2010 are hereby rescinded.

I. BUILDING INSPECTION FEES, CONSTRUCTION DOCUMENT REVIEW, APPLICATION AND PROCEDURES:

A. **Building Inspection Fees**:

1. Residential (1 & 2 family dwellings)*

New Construction	$40.00 plus 12 cents per sq. ft. of GFA*
Additions	$40.00 plus 12 cents per sq. ft. of GFA*
Repairs and alterations	$40.00 plus .9% of construction cost
Decks	$75.00
Utility & miscellaneous Use Groups (towers, retaining walls, fences)	$50.00
Swimming Pools (in ground)	$75.00
Swimming Pools (above ground)	$50.00
Demolition	$40.00 plus .65% of demolition cost
Manufactured Dwelling (mobile home)	$40.00 plus 10 cents per square foot

2. All other Use Groups (commercial)

New construction & additions	$60.00 plus 25 cents per sq. ft. of GFA*
Alterations	$60.00 plus 1.25% of construction costs
Swimming Pools (in ground)	$500.00
Demolition	$40.00 plus .85% of demolition costs

*GFA = Gross floor area is defined as the total square footage of all floors within the perimeter of the outside walls, including finished basements and attics with floor to ceiling heights of 6'6" or more.

** Construction cost shall be total bid minus electrical, mechanical, plumbing and finishes.

B. **Construction Document Review:**

International Building Code Occupancy Classification	Fee
"B," "E," "M," "R-1," "R-2," "R-4," Townhouses	Up to and including 15,000 sq. ft. = $.13/sq. ft. Greater than 15,000 sq. ft. = $1,950 plus $.08/ sq. ft.
"A," "I," & "H"	Up to and including 12,000 sq. ft. = $.15/sq. ft. Greater than 10,000 sq. ft. = $1,500 plus $.10/sq. ft.
"F," "S" & "U"	Up to and including 12,000 sq. ft. = $.10/sq. ft. Greater than 20,000 sq. ft. = $1,200 plus $.07/sq. ft.
Minimum Fee:	$400.00
Single Family Dwellings	$125.00

C. **HVAC Permits (all buildings except one & two family)**

Based on installation costs

First $1,000.00 or fraction thereof	$40.00
Each additional $1,000.00 or fraction thereof	$10.00
Minimum fee:	$40.00

D. **Act 12 of 2004 – Minimum Surcharge Fee**

In accordance with Act 13 of 2004, as amended, the Township hereby imposes an additional fee of Four Dollars ($4.00) upon each building permit applicant for the purpose of payment to the Pennsylvania Department of Community and Economic Development.

E. **Application and Procedures:**

1. **By whom application is made:** Application for a permit shall be made by the owner or lessee of the building or structure; or agent of either, or by the registered design professional employed in connection with the proposed work. If the application is made by a person other than the owner in fee, it shall be accompanied by an affidavit of the agent or design professional that the applicant is authorized to make such application. The full names and addresses of the owner, lessee, applicant and the responsible officers, if the owner or lessee is a corporate body, shall be stated in the application.

2. **Description of Work:** The application shall contain a general description of the proposed work, the location of the proposed work, the occupancy of all parts of the building or structure and of all portions of the site or lot not covered by the building or structure, provisions for special inspections required by the Building Code, such additional information as required by the Code Official.

3. **Construction Documents:** The application for permit shall be accompanied not less than two (2) sets of construction documents. The Code Official or his designee is permitted to waive the requirements for filing construction documents when the scope of is of a minor nature. When the quality of the materials is essential for conformity to the International Building Code, specific information shall be given to establish such quality and this code shall not be cited, or the term "legal" or its equivalent used as a substitute for specific information.

4. **Site Plan:** The application for permit shall be accompanied by a site plan showing to scale the size and location of all new construction and all existing structures of the site, distances from lot lines, the established street grades and the propose finished grades; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show all construction to be demolished and the location and size of all existing structures and construction that are to remain on the site or plot.

5. **Engineering Details:** The code official shall require to be filed adequate details of structural, mechanical and electrical work, including computations, stress diagrams and other essential technical data. All construction documents and engineering computations shall bear the date issued as well as the signature and seal of the registered design professional responsible for the design as required by the International Building Code.

6. **Amendments to application:** Subject to the limitations on Section (7) hereof, amendments to plan, application or other records accompanying the same shall be filed at any time before completion of the work for which the permit is sought or issued. Such amendments shall be deemed part of the original application and shall be filed within. Additional fees may apply.

7. **Time limitations of application:** An application for a permit for any proposed work shall be deemed to have been abandoned six months after the date of filing, unless such application has been diligently prosecuted or a permit shall have been issued; except that the code official shall grant one or more extensions of time for additional periods not exceeding ninety (90) days each if there is reasonable cause.

II. ELECTRICAL INSPECTION AND PERMIT FEES:

FEE SCHEDULE

(Other than Residential)
All switches, luminaries and receptacles to be counted as outlets

ROUGH WIRE INSPECTION	
1 to 25 Outlets	$27.00
For each additional 10 outlets or fraction thereof	$ 6.00
FINISH INSPECTION	
1 to 25 Outlets	$ 27.00
For each additional 10 outlets or fraction thereof	$ 6.00
EQUIPMENT – APPLIANCES	
Outlet for single unit of 15K.w. or less	$ 24.00
Each additional outlet of 15K.w. or less	$ 9.00
MOTORS, GENERATORS, TRANSFORMERS CENTRAL HEATING, DUCT HEATERS, AIR CONDITIONING, ELECTRIC FURNACES AND WELDERS	
Fractional HP, KW or KVA to 1 HP, KW or KVA	$ 13.00
1 HP, KW or KVA to 3 HP, KW or KVA, each	$ 15.00
4 HP, KW or KVA to 7 HP, KW or KVA, each	$ 22.00
7 ½ HP, KW or KVA to 29 HP, KW or KVA, each	$ 27.00
30 HP, KW or KVA to 49 HP, KW or KVA, each	$ 43.00
50 HP, KW or KVA to 74 HP, KW or KVA, each	$ 54.00
75 HP, KW or KVA to 199 HP, KW or KVA, each	$108.00
200 HP, KW or KVA to 500 HP, KW or KVA, each	$215.00
Over 500 HP, KW or KVA, each	$270.00
Over 600 Volts – Add $100.00 per category	
FEEDERS OR SUB-PANELS	
Not over 200 AMP	$ 25.00
Over 200 AMP to 400 AMP	$ 35.00
Over 400 AMP to 600 AMP	$ 45.00
Over 600 AMP to 1600 AMP	$100.00
Over 1600 AMP	$135.00
Over 600 Volts – Add $100.00 per category	
MODULAR AND MOBILE HOMES	
Modular Homes – Service and Outlets	$ 75.00
Mobile Homes – Service including feeder/receptacle	$ 60.00
Feeder or Power Cord only	$ 55.00

SERVICE – METER EQUIPMENT UP TO 600 VOLTS

Not over 150 AMP	$ 50.00
Over 150 AMP to 200 AMP	$ 55.00
Over 200 AMP to 400 AMP	$ 75.00
Over 400 AMP to 600 AMP	$ 95.00
Over 600 AMP to 1200 AMP	$200.00
Over 1200 AMP to 1600 AMP	$225.00
Over 1600 AMP to 2000 AMP	$275.00
Over 2000 AMP to 3000 AMP	$325.00
Over 300 AMP	$400.00

Ground Fault Protected Services – Add $75.00
Over 600 Volts – Add $100.00 per category
Services Exceeding 1 Meter - $10.00 per meter

PRIMARY TRANSFORMERS, VAULTS ENCLOSURES, SUB-STATIONS	
Not over 200 KVA	$200.00
Over 200 KVA to 500 KVA	$250.00
Over 500 KVA to 1000 KVA	$300.00
Over 1000 KVA	$350.00
SIGNALING SYSTEMS	
Burglar Alarms, Fire Alarms, Fire Suppression Alarms Smoke Detectors, Telemetering (Telephones or CATV outlets are each separate systems)	
For the system and first 15 devices	$ 55.00
Each added 10 devices or fraction thereof	$ 6.00
SIGNS (Incandescent, Fluorescent & Neon)	
First Sign (per occupancy)	$ 55.00
Each additional sign (per occupancy)	$ 9.00
OUTLINE LIGHTING	
First Transformer	$ 55.00
Each additional transformer	$ 9.00
SWIMMING POOLS	
Bonding	$ 60.00
Equipment/Wiring (Residential only)	$ 65.00
Commercial – By fee schedule	

RESIDENTIAL FEES

Flat Rate Schedule*

Single Family Dwelling – Not over 200 AMP Service	$125.00
2 Family Dwelling Units – Not over 200 AMP Service	$150.00
Over 2 Family Dwelling – First 2 Units (Each)	$ 70.00
Each Additional Unit	$ 40.00
Townhouses – Each	$ 60.00
Alterations and additions (service and 25 outlets or less)	$100.00

*Add Service Equipment
Single Family Dwellings with over 200 AMP Service apply Flat Rate Schedule plus Equipment, Appliances and motor Schedule.
Dwelling with a Spa, Hot Tub, Hydromassage Tub, Sauna, etc. Apply Flat Rate Schedule plus $25.00 for each item

III. ZONING FEES

A. **Applications for Appeal to the Zoning Hearing Board**

1. A fee of $500.00 shall be paid by all persons for each appeal to the Zoning Hearing Board plus the cost of administrative overhead connected with the hearing. Legal expenses of the Zoning Hearing Board, expenses for engineering, architectural or other technical consultants or expert witness costs are specifically excluded by the Pennsylvania Municipalities Planning Code 617.3(e).

2. Exceptions. No fee shall be required for a hearing before the Zoning Hearing Board pertaining to special exceptions in connection with lots falling within the classification described in the Codified Book of Ordinances Section 173-22(E).

3. The fee for an applicant requiring a hearing for Special Exception for the purpose of operating a no-impact home-based business shall be $300.00. If the applicant qualifies under the no-impact home-based business ordinance, the application will be referred to the Zoning Hearing Board for review. If the applicant does not qualify for Zoning Hearing Board review, $250.00 will be returned to the applicant forthwith.

4. Fees are payable at the time an appeal is filed.

B. **Sign Permits:**

1. Billboards and outdoor advertising structures:

Application Fee:	$500.00
Annual Inspection Fee	$100.00

2. All other types of permitted signs except political signs:

Application Fee:	$250.00*

* The applicant is responsible for the Township's cost of professional consultants required as a result of the sign permit application.

3. Political Signs:

a. Deposit required at the time of application shall be a flat fee of one hundred dollars ($100.00).

b. The amount of the deposit to be returned to the permit holder upon the removal of all temporary signs within seven (7) days following the election shall be Seventy-five dollars ($75.00).

4. Replacement of Existing Sign Face

Application Fee:	$ 50.00

Replacement of an existing sign face shall not include any expansion or change to the existing sign except as to the face of said sign. Any sign application that includes a change in the height, width, illumination or other variable associated with a sign shall not qualify for this permit fee.

5. Temporary Banner Signs

Application Fee:	$25.00 - 1st 30 days
	$ 5.00 – Each additional 30 days

C. **Zoning Certificate Fees:**

1. Zoning Certificates are required for construction of permanent accessory structures (i.e., sheds, fences and detached garages) which no longer require a building permit in accordance with the Uniform Construction Code.

2. Zoning Certificate fees are as follows:

Residential	$35.00
Commercial	$50.00
Industrial	$75.00

D. **Fees for Application for Planned Residential Developments under Provisions of Codified Book of Ordinances Section 173-84(B).**

1. Initial fee upon presentation of request or tentative plan - $930.00

2. Includes a $250.00 fee attributable to administrative supervision and $680.00 to engineering and legal fees. Any unused portion of the $680.00 in engineering and legal expense to be returned to the applicant if the tentative plan is rejected.

3. In addition to the initial fee, payment as billed monthly thereafter of the actual engineering, planning consultant and legal fees billed to the Township for work connected with the proposed application.

E. **Application for Conditional Zoning Use or Application for Amendment to Zoning Ordinance Under Provisions of Codified Book of Ordinances Section 173.**

1. Initial fee upon presentation of request or tentative plan: $930.00

a. Above includes $250.00 fee attributable to administrative supervision and $680.00 to engineering and legal fees. Any unused portion of the $680.00 engineering and legal expense to be returned to the applicant if the tentative plan is rejected.

b. In addition to the initial fee, payment as billed monthly thereafter of the actual engineering, planning consultant and legal fees billed to the Township for work connected with the proposed application.

IV. SUBDIVISION AND LAND DEVELOPMENT:

A. **Plan Filing Fee** – fees to be submitted with subdivision application:

1. Minor Subdivision: $500.00

2. Major Subdivision: $500.00 plus $100.00 per lot.

B. **Land Development without Subdivision** - fees to be submitted with application:

1. $500.00 plus $100.00 per acre or fraction thereof

C. **Advertising and Stenographer Fees:**

1. Actual advertising charges, if any.

2. One-half (1/2) of stenographer's fee, if any.

D. **Combined Filing** – when applications are filed for combined review of grading under Codified Book of Ordinances Section 148 and 94, fees paid pursuant to either Ordinance shall be credited to fees due under either Ordinance.

E. **Plan Review and Inspection Fees** - All applicants shall reimburse the Township for all customary and ordinary charges by the Township's engineer or professional consultants. If the services of an engineer or consultant other than the Township's engineer are used, the customary fees of such engineer or consultant shall apply.

F. **Accounting and Preliminary Review** – Subsequent to action on the preliminary plan by the Board of Commissioners, the developer shall be provided with an accounting for all fees paid by the developer and fees charged by the Township's professional consultants and engineers. In the event the fees due the Township exceed the fees paid, the developer shall pay the balance due on or before the date of submission of the Final Plan.

G. **Accounting after Final Review** – Upon approval of the Final Plan by the Board of Commissioners, the developer shall be provided with an accounting of fees paid and fees due. In the event total fees paid by the developer exceed total fees due to the Township, the excess shall be forthwith refunded to the developer; or the developer shall forthwith pay any balance due.

1. A plan review and inspection by the Township Engineer shall be required for application for permits to construct or structurally alter the following types of buildings:

   Multiple occupancy
   Commercial
   Industrial

2. A preliminary fee in the amount of $620.00 shall be charged for this service payable upon submission of plans for review. In the event that the cost to the Township of the review is less than the fee paid, the balance will be refunded. Should the charges exceed the amount of the preliminary fee paid, the fee shall be the full amount charged and the applicant shall pay the difference before the permit is issued.

VI. PUBLIC UTILITY AND STREET OPENINGS.

A. **Fees for Street Opening Permits under provision of the Codified Book of Ordinances Section 173-27**

1. Fee for individual excavation or curb cut: $10.00

2. Fee for lineal foot of excavation: $00.25 per foot

B. **Fees for Placement, Maintenance and Surface of Public Utility Facilities under Provisions of the Codified Book of Ordinances Section 161-2:**

1. Individual opening for pole or similar structure: $ 12.50

2. Placement of a surface mounted transformer or similar facility: $434.00

VII. ADMINISTRATIVE SERVICES:

A. **Charges for Documents.**

1. Copy of Land Development and Subdivision Book: $20.00

2. Copy of Zoning Ordinance Booklet $25.00

3. Per page fee: $ 0.25

B. **Preparation of No-Lien Letters:** $15.00

C. **Processing of checks with insufficient funds (NSF)** $25.00

D. **Municipal Building Rental/Use**

1. Any Township resident, either as an individual, or as an authorized representative of a group, desiring the use of the facility must complete and sign an application form.

   a. The party signing the application is personally responsible for the enforcement of these regulations and is expected to be on the premises during the rental period.

   b. By signing the application agreement, the applicant acknowledges receipt of the rules, which have been completely read and understood.

   c. Violations of any of the rules and regulations may terminate the agreement and end the rental.

   d. The filing of an application does not constitute approval. The application must be reviewed by the appropriate Township official and if approved, a permit will be issued.

   e. The Township reserves the right to reject an application or cancel approval at any time.

2. The rental includes the use of the auditorium, kitchen facility and rest rooms only. Movement throughout the remainder of the building is strictly prohibited.

3. Rental is available seven days a week, from the hours of 7:00 A.M. to 11:00 P.M., depending upon prior commitments.

4. The minimum rental is two hours. The hourly rental rate for use of the Municipal Building shall be $25.00.

5. Upon signing the rental agreement, all applicants must make a security deposit of $100.00 per event and pay the rental fee.

6. Ongoing rentals may pay the first month's rental fee and subsequent charges must be paid on a monthly basis no later than the first business day of the month.

7. An exemption from payment of any fees will be granted to youth organizations, civic groups, senior citizen groups and public service organizations that are based in Wilkins Township. Exemptions will also be made for governmental agencies using the facility.

8. An inspection of the facility should be done by the applicant before the start of the rental. Any damage found must be reported to the custodian prior to use. Refund of security deposit shall be made only after an inspection of the facility by a representative of Wilkins Township.

9. If the applicant cancels, the rental fee will be forfeited unless the Township receives written notification at least thirty days prior to the scheduled event.

10. This facility is used for meeting of the governing body and these meeting will take precedence over any rentals. In rare instances, it may be necessary to cancel a rental in order to hold a special meeting. In these instances, all fees will be returned to the applicant.

11. General Rules and Regulations:

    a. No smoking or chewing tobacco is permitted in the building at any time.
    b. No gambling is permitted.
    c. All rooms must be returned to the same setup as was in place prior to the rental
    d. No use of the municipal sound system is permitted.
    e. No alcoholic beverages are permitted.
    f. Adjustments in heating or cooling levels may only be made by the custodian.
    g. All exits must remain clear at all times.
    h. Room capacities/occupancies must be observed.
    i. The use of any open flame, candles, incense, smoke machines, sparklers, etc., are prohibited.
    j. Interior party decorations, crepe paper, signs, posters, etc., may only be attached to walls in a manner that causes no holes, marks or leaves any remnants.
    k. No signs or decorations are permitted on the exterior of the building or grounds.
    l. No speakers or sound systems are permitted outside the auditorium.
    m. If tables are used, they must be covered (no exceptions). Any tables and chairs used must be cleaned after use.
    n. The kitchen facility, floor and all appliances must be cleaned.
    o. The auditorium, including floors and walls must be left clean.
    p. All bathrooms and floors must be left clean.
    q. The use of the piano is not permitted without prior approval by the Township.
    r. Any trash left on the grounds or parking lot must be cleaned up and removed.
    s. Parking is permitted in the front lot only. No parking on the grass is permitted.
    t. Building must be empty by 11:00 p.m.
    u. Mops, brooms, bucket and trash bags will be available.
    v. All trash must be placed in bags provided and placed in front of the outside auditorium doors.
    w. Any cleanup, repairs, or touchup painting costs will be deducted from the security deposit. Costs will include a $25.00 per hour labor charge plus materials.
    x. No loitering outside the building after 11:00 p.m. is permitted.
    y. Under the conditions of the application/permit the Township of Wilkins does not assume responsibility for accidents that may occur on the premises, for the loss of personal valuables while individuals or groups are in attendance at a function, or for items in storage or left on the premises.

VIII. <u>FEES FOR POLICE DEPARTMENT SERVICES:</u>

A. **Vending Permits** under Provisions of Codified Book of Ordinances Section 121-7.

8	$ 90.00
9-15	$100.00
15 and over	$200.00

H. **Mechanical Device / Amusement License Fees**

1. Regular schedule. The regular schedule is applicable to mechanical, electrical or electronic devices, music boxes or video devices which are installed or offered to the general public or a selected number thereof for a price upon the premises of an establishment which is open to the general public to do any type of business for a period of six (6) months or more out of a license year.

2. Seasonal schedule. The seasonal schedule shall be applicable to any mechanical, electrical or electronic devices, music boxes or video devices which are installed or offered to the general public or a selected number thereof for an established price upon the premises which are open to the general public for any type of business for a period of time of less than six (6) months out of a license year.

3. The license fees heretofore mentions shall not be prorated but shall remain the same for the whole or any portion of any one (1) year. The test of which fee is applicable is not the length of time the aforesaid device may be upon the premises, but the length of time the business establishment is open to the general public for any type of business during the license year.

4. Licenses shall expire at midnight on December 31 of each year.

5. Licensees shall obtain new licenses for each device subject to a license fee and pay the required fee on or before January 31 of each year following a license expiration, as follows:

a)	Juke Box:	$100.00
b)	Pin Ball:	$200.00
c)	Video Game:	$200.00
d)	Pool Table:	$200.00
e)	Pull Tab:	$200.00
f)	Other:	$200.00

IX. FEES FOR DEPARTMENT OF PUBLIC WORKS SERVICES:

A. **Rental of equipment** to the Boroughs of Chalfant, Forest Hills, Turtle Creek and the Woodland Hills School District and for emergency accident cleanup. User shall be billed at an hourly rate of sixty percent (60%) comparable private rate plus operators wages and overhead. A tabular listing of fees shall be determined annually by the Township Manager.

B. **Rental of Township Ball fields:** Field use permit fee per four (4) hour day is $100.00. Wilkins Township Baseball Leagues are exempt from the fee.

C. **Rental of Township Parks and Recreation Services:**

1. The picnic facilities in the various park pavilions are provided for use by families, local businesses, and organizations. Picnic facilities are not to be provided to groups, unless the group has made previous reservation for the site, including the time of arrival and departure. The individual or group must have a permit in its possession signed by a Department Official.

2. The possession and consumption of alcoholic beverages will be permitted inside the pavilion and picnic shelter in the parks. Prior to transporting alcoholic beverages into a park pavilion or shelter, a permit identifying the group reserving the shelter must be obtained and be in the permittee's possession at the time of consumption.

3. All park pavilions and shelters.
   a) Single Date Usage - $80.00 per date.
   b) Clean up Deposit - $75.00 per date.

4. Seventy-five Dollars of the clean up deposit shall be refundable if the picnic grounds and toilet facility are found to be free of debris, with trash either removed from the site or placed in the trash can provided. All permit holders should supply own plastic bags for clean up. If the Township personnel spend time cleaning an area, other than emptying trash cans that time shall be deducted from the remaining Seventy-five Dollar deposit and the balance, if any, returned to the applicant.

5. No permit fee shall be returned unless the Department of Parks and Recreation received request of cancellation of the permit at least thirty (30) days prior to the date of the permit. In the event of an emergency, the Manager reserves the right of decision. Weather is not considered due cause for cancellation.

6. Alcohol consumption permits are strictly issued under the provision of the applicable Ordinance.

7. No permit fee shall be required from non-profit corporations, volunteer firemen, veteran associations, church organizations, Boy Scouts, Girl Scouts and entities similar to those listed above, provided the entity is registered as headquartered in the Township of Wilkins.

D. **Rental of Township Community Center**

1. The fee to rent the Township Community Center if $125.00 per event. In addition, a reimbursable security deposit in the amount of $100.00 is required.

2. Other terms and conditions for rental of the township Community Center are listed in the "Wilkins Township Community Center Rental Information" booklet which is attached hereto and made a part hereof as if recited in its entirety.

3. Wilkins Township Community Groups and Non-profit entities are exempt from the payment of rental fees. Groups wishing to hold fundraising events for individual political candidates will be required to pay the rental fee.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 22nd day of November, 2010.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

Wilkins Township Community Center

Rental Information

Township of Wilkins
110 Peffer Road
Turtle Creek, PA 15145

Phone: 412-824-6650
Fax: 412-824-3808
www.wilkinstownship.com

Reservations:

Booking the Community Center for your event is easy. Just follow these 3 simple steps:

1. **Determine whether you wish to rent the facility.**

	Capacity with Chairs	Capacity with Chairs & Tables
Room A: 22'X25':	77	36
Room B: 32'X52':	240	112

   - Online – View more information about the Community Center on our website at: http://www.wilkinstownship.com/Rentals
   - By Telephone – Call Township office
   - In Person – Call ahead; schedule a visit to the facility.
   - By Email – Send an email to Mae Franc at: maefranc@wilkinstownship.com

2. **Complete the paperwork and submit your request.**

   Complete the forms listed below and mail, fax, email or deliver them in person to the facility. Forms may also be found on the Township's website.

   - Facility Use Request Form

3. **Finalize your reservation**

   Once we receive your paperwork and payment, we will contact you by phone or email within two business days to confirm your reservation, review any special requests, and finalize your reservation.

Indoor facilities may be reserved up to 11 months in advance of your event. Note: Wilkins Township residents may reserve indoor facilities up to 12 months in advance. It is recommended that you make reservations a minimum of 30 days prior to your event. All applicants must be at least 21 years of age or older and must be present throughout the entire use of the facility. The person signing the reservation form will be considered the responsible party in case of damage, theft or disturbance during facility use.

When booking your event, you must include enough time needed for delivery of any supplies, to set-up and decorate, and for clean-up. Please plan ahead when scheduling your event as over-time charges for staff and facility use will be billed at twice the regular hourly rate.

Rental Fees & Payment:

The fee to rent the Community Center is $125.00 per event. Payment of 100% of the rental fee, is due when your reservation is booked. Rental time from beginning to end may not exceed seven hours.

The Township accepts cash, checks, certified cashier checks and money orders. Requests received less than 14 days prior to an event must pay in the form of cash, certified cashier check or money order.

Security Deposit:

In addition to the rental fees, all facility rentals are charged a security deposit of $100.00. Security deposits are 100 % refundable provided the following conditions are met:

- The room and facility (including outside) are left in a clean and orderly condition.
- Use of the area does not exceed the scheduled time.
- Additional staff time is not required as part of the rental.
- All equipment is accounted for and undamaged.
- Damage to the area or its contents has not occurred.

If the above conditions are not met to the satisfaction of Township staff, an appropriate fee will be deducted from the security deposit. Please plan ahead when scheduling your event as over-time charges for staff and facility use will be billed at twice the regular hourly rate. If the cost of cleaning

Reservations

Booking the Community Center for your event is easy. Just follow these 3 simple steps:

1. **Determine whether you wish to rent the facility.**

	Capacity with Chairs	Capacity with Chairs & Tables
Room A: 32'x72':	77	36
Room B: 32'x52':	240	112

- Online – View more information about the Community Center on our website at [illegible]
- By Telephone – Call Township office
- In Person – Call ahead to schedule a visit to the facility.
- By Email – Send an email to take from our [illegible]

2. **Complete the paperwork and submit your request.**

Complete the forms listed below and mail, fax, email or deliver them in person to the facility. Forms may also be found on the Township's website.

- Facility Use Request Form

3. **Finalize your reservation**

Once we receive your application and payment, we will contact you by phone or email within two business days to confirm your reservation, review any special requests, and finalize your rental.

Indoor facilities may be reserved up to 12 months in advance of your event. Motor Township reserves the right to reserve indoor facilities up to 12 months in advance. It is recommended that you make reservations a minimum of 30 days prior to your event. All applicants must be at least 21 years of age or older and must be present throughout the entire use of the facility. The person signing the reservation form will be considered the responsible party in case of damage, theft or disturbance during facility use.

When booking your event, you must include enough time needed for delivery of any supplies, set-up and decorations, and for clean-up. Please plan ahead when scheduling your event as overtime charges for staff and facility use will be billed at twice the regular hourly rate.

Rental Fees & Payment

The fee to rent the Motor Township Community Center is $225.00 per event. Payment of 100% of the rental fee is due when your reservation is booked. Rental time from beginning to end may not exceed seven hours.

The town also accepts cash, checks, certified cashier checks, and money orders. Requests received less than 14 days prior to an event must pay in the form of cash, certified cashier check or money order.

Security Deposit

In addition to the rental fees, all facility rentals are charged a security deposit of $100.00. Security deposits are refundable provided the following conditions are met:

- The room and facility (including outside) are left in a clean and orderly condition.
- Use of the area does not exceed the scheduled time.
- Additional staff time is not required as part of the rental.
- Any equipment is accounted for and undamaged.
- Damage to the area or its contents has not occurred.

If the above conditions are not met to the satisfaction of Township staff, an appropriate fee will be deducted from the security deposit. Please plan ahead when scheduling your event as overtime charges for staff and facility use will be billed at twice the regular hourly rate. If the cost of cleaning

and/or repair of the facility exceeds the amount of the security deposit, the rental group will be billed for those additional costs. A Cleaning Fee will be charged for the cleaning time. Repairs will be billed at the full replacement cost incurred, including labor charges.

Security deposits will be refunded by check within 30 days following the event.

Cancellation and Rescheduling Policy:

All reservation cancellations must be made in writing (email is acceptable).

- Cancellations made 30 or more days prior to the event will result in a full refund of the rental fees paid.
- Cancellations made 14-29 days prior to the event will result in a charge of 50% of the rental fees paid.
- Cancellations made 0-13 days prior to your event will result in no refund of the rental fees.

Requests to change the time or date of an event will be accepted in writing. Approval for a change is subject to facility and staff availability. Additional rental fees must be paid in full at the time of the change.

The Township, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the Township is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The Township will attempt to give you reasonable notice of the cancellation.

Set-Up & Take Down

It is the responsibility of the renter to set-up as desired, including moving portable furnishings and setting up tables and chairs. Please move all furnishings back to their original position before leaving the facility. Use caution when making changes to the room set-up so that floors and walls are not damaged. Renters are required to use table coverings to protect tables from wet foods and art supplies that may stain tables.

The Township will not be liable for any personal injuries or damage to personal property resulting from your set-up and take down activities.

All items brought into the facility by the renter must be removed by the end of the rental period. Renters must remove all food, materials, non-Township equipment, decorations and garbage.

Cleaning of chairs and tables at the conclusion of your event is your responsibility. Tables stained as a result of your use will be assessed a cleaning or replacement fee.

Your event rental period needs to include the time required for delivery of equipment and supplies and to complete your room set-up, any decorating, and clean up. Be sure to consider this when requesting your event rental time.

The general rule of thumb and expectation is to leave the facility in the same or better condition than you found it.

Prior to Your Event:

Please arrange an appointment with facility staff to get a tour, receive a facility orientation, and answers to all of your event related questions. Appointments are subject to staff availability.

Day of Your Event:

and/or repair of the facility exceeds the amount of the security deposit, the rental group will be billed for those additional costs. A Cleaning Fee will be charged for the cleaning time. Repairs will be billed at the full replacement cost incurred, including labor charges.

Security deposits will be returned by check within 30 days following the event.

Cancellation and Rescheduling Policy

All reservation cancellations must be made in writing (email is acceptable).

- Cancellations made 30 or more days prior to the event will result in a full refund of the rental fees paid.
- Cancellations made 14-29 days prior to the event will result in a charge of 50% of the rental fees paid.
- Cancellations made 0-13 days prior to your event will result in no refund of the rental fees.

Requests to change the time or date of an event will be accepted in writing. Approval for a change is subject to facility and staff availability. Additional rental fees must be paid in full at the time of the change.

The Township, acting in good faith, may cancel your event in circumstances where the facility you requested becomes unsafe for your intended use. Such circumstances include but are not limited to, natural disasters, environmental hazards, civil disturbances or other events affecting public health and safety. In such circumstances, the Township is under no obligation to refund your rental fee or any of your deposits, but it may do so at its sole discretion. The Township will attempt to give you reasonable notice of the cancellation.

Set-Up & Take Down

It is the responsibility of the renter to set-up as desired, including moving portable furnishings and setting up tables and chairs. Please move all furnishings back to their original position before leaving the facility. Use caution when making changes to the room set-up so that floors and walls are not damaged. Renters are required to use table coverings to protect tables from wet foods and art supplies that may stain tables.

The Township will not be liable for any personal injuries or damage to personal property resulting from your set-up and take down activities.

All items brought into the facility by the renter must be removed by the end of the rental period. Renters must remove all food, materials, non-Township equipment, decorations and garbage.

Cleaning of chairs and tables at the conclusion of your event is your responsibility. Tables stained as a result of your use will be assessed a cleaning or replacement fee.

Your event rental period needs to include the time required for delivery of equipment and supplies and to complete your room set-up, any decorating and clean up. Be sure to consider this when requesting your event rental time.

The general rule of thumb and expectation is to leave the facility in the same or better condition than you found it.

Prior to Your Event:

Please arrange an appointment with facility staff to get a tour, receive a facility orientation, and answers to all of your event related questions. Appointments are subject to staff availability.

Day of Your Event:

Bring your approved "Facility Rental Contract/Permit" with you on the day of your event.

On the Day of your event, the facility will be open to you at the time specified on your Rental Contract/Permit. If the facility is not open and staff has not arrived at the time specified, please contact Police Dispatch at 412-473-3056.

Conclusion of Your Event:

At the conclusion of your event, you are required to complete a "Facility Inspection Checklist" and submit it to facility staff. It is your responsibility to properly dispose of trash and leave the facility clean and intact. Staff will assist you in locating cleaning supplies and the dumpster.

Loading, Delivery & Storage:

You must arrange for deliveries to occur during your rental period. Delivery is available through the main building entrances unless otherwise noted. Do not block building entrances. Facility staff are not authorized to sign for your deliveries and due to space and security concerns, items cannot be stored for your event.

If you plan to have furniture or equipment delivered, please discuss the appropriateness and details with staff at least 2 weeks prior to your event. Consult with facility staff regarding designated delivery areas, access and parking considerations.

Food & Beverages:

Food and beverages are welcome at all facilities. Use of kitchen appliances and/or equipment must be approved during the reservation process. Renters are responsible for the care and condition of any equipment being used and must clean all equipment used.

Food:

Renters have the option of bringing in their own food, having food prepared off-site and delivered to the facility, or having the event catered.

Absolutely no deep-frying or frying in oil is permitted.

All food and trash from the event must be disposed properly by the renter in the dumpster provided, if available, or removed from the premises.

Catering:

If your event has a caterer who prepares and/or serves food on site, individually or buffet-style, then there are additional requirements. The Township of Wilkins allows renters to bring in the caterer of their choice. Caterers are responsible for cleaning any areas used prior to leaving or the renter will be billed for cleaning services. The following requirements apply to catered events:

- The caterer must apply for a Wilkins Township Business License and pay the applicable tax for the event. Caterers should contact the Municipality of Monroeville, Wilkins Township Business Tax Collector at 412-856-3347 for additional information and payment.

- A certificate of insurance naming the Township of Wilkins as additional insured with $1 million General Liability Coverage must be submitted and approved on file a minimum of 5 business days prior to your event.

Beverages:

Alcohol, including beer, wine, and champagne is prohibited on Township property.

Decorations:

Please leave the building as you found it or better! You may bring freestanding decorations into the facility and are responsible for removing them at the conclusion of your event. Please be advised of the following:

- The use of staples, nails, tacks or tape to attach decorations to walls is prohibited. Hanging decorations from light fixtures is prohibited.
- Fog/Smoke machines, dry ice, rice, birdseed, confetti, dance wax, etc., are not allowed.
- We invite you to bring helium balloons by attaching groupings of helium balloons to a weighted object.

Flammable Materials

The use of flammable materials is regulated by the Township of Wilkins Fire Department. In compliance with the Township Fire Code, flaming food is not permitted at indoor facilities. Additionally, fireworks are prohibited in the Township and cannot be used at our facility. Fuel canisters for warming food and votive and tea light candles that are contained and will not tip over are allowed.

Smoking:

The Township of Wilkins indoor facilities are smoke and tobacco free. If you or your guests wish to smoke, please make sure all smoking takes place away from building entrances/exits and windows/vents that open to the inside of the building. The Township of Wilkins reserves the right to enforce local and state laws and in its sole discretion may call the police, terminate your event, or take other steps to ensure compliance with the law. You are responsible for ensuring that outdoor areas are clear of all smoking debris at the conclusion of your event, and a failure to do so may result in a deduction from your security deposit.

Township Codes and Ordinances:

All relative Township of Wilkins Codes & Ordinances will be in effect and enforced at all Township of Wilkins facilities. There are regulations governing sound and noise levels, pet, animals, parking, vehicle access, etc.

Codes can be viewed online at: http://www.wilkinstownship.com

The Township of Wilkins reserves the right to terminate your event if Township staff, in good faith, perceives that you or your guests pose a risk to the safety of persons or property on the premises or that you or your guests are violating local, state or federal laws. Upon verbal notice from Township staff or the police that your event is being terminated, you and your guests must leave the premises immediately, and you will not receive a refund of your rental fee. You will be responsible for the prompt removal of any personal items brought to your event.

Noise volume must be contained within the boundaries of the building. This rule will be strictly enforced. If you fail to comply with this rule, the police may be called and you may be issued a Civil Noise Infraction.

Items not included will be determined on a case-by-case basis.

TOWNSHIP OF WILKINS

RESOLUTION NO. 24-10

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYVLANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 22nd day of November, 2010.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 25-2010

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF A RIGHT-OF-ENTRY AGREEMENT BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS (USACE) AND THE TOWNSHIP OF WILKINS FOR THE PURPOSE OF UNDERTAKING WORK NECESSITATED FOR FLOOD CONTROL PROJECTS TO PROTECT THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE FROM ADVERSE EFFECTS.

WHEREAS, the United States Army Corps of Engineers has entered into a cooperative agreement with the Borough of Turtle Creek to perform flood control maintenance and repair activities in Sawmill Run; and

WHEREAS, pursuant to such authority, the USACE desires to undertake certain activity on property located on the unopened portion of Wilbur Avenue in Wilkins Township, Allegheny County, Pennsylvania; and

WHEREAS, the Township of Wilkins (the "Owner") is the record owner of a fee interest in the surface of the property (the "Property"); and

WHEREAS, the USACE has requested, and the Owner is willing to grant the USACE, a right of entry into, under, over and upon the Property to conduct the activity described herein.

NOW THEREFORE BE IT RESOLVED that the Township of Wilkins, Allegheny County, Pennsylvania authorizes the Right-of-Entry for the purpose of maintenance and repair activities of a flood control project located in Sawmill Run.

RESOLVED AND ADOPTED this 22nd day of November, 2010.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli

Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 1-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 790, an Ordinance providing for audit of Township accounts by an independent auditor on December 11, 1989; and

WHEREAS, said Ordinance 790 requires the appointment of an auditor by Resolution on an annual basis; and

WHEREAS, it is the desire of the Board of Commissioners of the Township of Wilkins to appoint Robert J. Tomasic as auditor for the Township of Wilkins for the year 2011.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that Robert J. Tomasic is hereby appointed to the post of Independent Auditor for the year 2011.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 10th day of January, 2011.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 2-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, CERTIFYING THAT SAID MUNICIPALITY IS WILLING TO PARTICIPATE IN THE ENERGY CONSERVATION MEASURE (ECM) RETROFIT PHASE AS PART OF THE ALLEGHENY COUNTY'S ENERGY PROGRAM FOR MUNICIPALITIES FINANCED BY A BLOCK GRANT THROUGH THE U.S. DEPARTMENT OF ENERGY.

WHEREAS, through the American Recovery and Reinvestment Act of 2009, the Energy Efficiency and Conservation Block Grant Program (the "EECBG") was authorized to provide funds to reduce energy use and fossil fuel emissions and improve energy efficiency; and

WHEREAS, Allegheny County received a funding allocation from the U.S. Department of Energy and created the Allegheny County Energy Program for Municipalities to perform the retrofit of energy conservation measures (ECM's) recommended by Lime Energy from the audit phase; and

WHEREAS, Allegheny County Economic Development, through the EECBG Program has funds available for an energy service company (ESCO) to aid in scope and cost development of ECMs; the preparation of the retrofit application and funds to aid in offsetting the cost of installation of the ECMs to the Municipality; and

WHEREAS, the Municipality of the Township of Wilkins is desirous of retrofitting energy conservation measures (ECMs) in their municipal building/facility located at 110 Peffer Road, Turtle Creek, PA 15145.

NOW THEREFORE, BE IT RESOLVED this 10th day of January, 2011 , that the Municipality of the Township of Wilkins does hereby formally authorize Allegheny County Economic Development to provide for the scope and cost development and subsequent application and installation of energy conservation measures at the above identified facility.

BE IT FURTHER RESOLVED, that the Municipality of the Township of Wilkins authorizes Allegheny County's energy service company (ESCO) access to the facility in order to perform the work necessary in conjunction with the ACEPM – Retrofit phase.

BE IT FURTHER RESOLVED, that the Municipality of the Township of Wilkins does hereby designate Rebecca Bradley as the official to take any actions which are necessary or appropriate to facilitate the ACEPM-Retrofit Phase.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 3-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, SUPPORTING ALLEGHENY COUNTY COUNCIL BILL NO. 6136-11 AND URGING THE PENNSYLVANIA GENERAL ASSEMBLY AND GOVERNOR OF THE COMMONWEALTH OF PENNSYLVANIA TO ENACT A STATEWIDE PROPERTY TAX REASSESSMENT MORATORIUM WITH ALL DUE SPEED AND, IN THE PROCESS, TO SAFEGUARD THE ECONOMIC STABILITY AND PROPSPERITY OF THE RESIDENTS OF THE COMMONWEALTH BY PROVIDING THE PREDICTABILITY AND EQUITY THAT EXIST WITH REGARD TO PROPERTY OWNERSHIP IN EVERY OTHER STATE.

WHEREAS, in deciding Clifton, et al., v. Allegheny County on April 29, 2009, the Pennsylvania Supreme Court ruled that base year reassessment systems inherently become increasingly inaccurate over time and, as a result, that all base year reassessment systems employed within the Commonwealth will, at some time, become unconstitutionally non-uniform; and

WHEREAS, the Court was extremely clear in noting that the constitutional problem presented by allowing base year assessments to stand indefinitely is one of statewide importance, and is a problem that must be addressed on a statewide basis; and

WHEREAS, in reaching this decision, the Supreme Court specifically noted that "[i]t is not our charge to determine what may be the best system of assessment. Nor is this Court capable of fixing a point in time at which a base year automatically becomes unconstitutionally non-uniform. As the trial court noted, *the General Assembly is the appropriate place in the first instance to fashion a more comprehensive and soundly constitutional scheme.* To that end, the trial court has provided a useful survey of the property assessment methods of our sister states, which shows that twenty-two of our sister states require annual reassessments, while twenty-six permit reassessments to be conducted at intervals over one year, though they still require periodic reassessment. *Pennsylvania is the only state where legislation allows the use of a base year indefinitely,"* and

WHEREAS, the Supreme Court even more specifically charged the General Assembly with the task of fashioning a statewide remedy to the deficiencies in the Commonwealth's base year assessment statute in footnote 44 TO THE Clifton decision: *"[w]hile there may very well come a time when this Court will be obliged to fill a legislative void in this area, it is today's decision that provides notice to the General Assembly to make any necessary amendments to the Commonwealth's property assessment laws so as to ensure their constitutionality when applied in the various counties,"* and

WHEREAS, despite the clear decision of the Supreme Court of the Commonwealth, the General Assembly has yet to undertake any action with regard to the Commonwealth's assessment laws, even though an opportunity to do so was presented by the introduction of former House Bill 1661 on June 10, 2009, and the passage of that bill in the Pennsylvania House of Representatives by a vote of 196-1 on August 5, 2009; and

WHEREAS, as written, House Bill 1661 would have provided for a temporary moratorium on court-ordered reassessments in order to permit the General Assembly to conduct a comprehensive study of the Commonwealth's property tax reassessment system and address the current problems with the system through enactment of legislation, precisely in keeping with the direction provided by the Supreme Court in Clifton; and

WHEREAS, this moratorium would still have permitted counties to perform reassessments on a voluntary basis, and would have eliminated the singling out of Allegheny County taxpayers for a third reassessment within a decade when the surrounding counties have not reassessed at all since the 1960's, 1970's and 1980's; and

WHEREAS, the specific targeting of Allegheny County's residential and business property taxpayers for disparate treatment will, in the judgment of the Board of Commissioners, have profound deleterious economic effects within the second largest county in the Commonwealth, and that among these effects will be reduced economic

development and spending within the county, which will result in reduced state income through sales and use taxes, fuel taxes, and income and other taxes, all at a time at which the Commonwealth is grappling with its own budgetary deficit; and

WHEREAS, the 1.2 million residents and the taxpayers of Allegheny County have done nothing to earn the targeted assault on their livelihoods that has, in effect, been undertaken by seven litigants, their team of attorneys, a single Judge of the Court of Common Pleas, and six of the Justices of the Pennsylvania Supreme Court, and which has been allowed to stand by the General Assembly through nearly two years of inaction; and

WHEREAS, a moratorium similar to that proposed by former House Bill 1661 would avoid these deleterious effects by giving the General Assembly suitable time to study Pennsylvania's current property tax system and to enact legislation of uniform, equitable, and statewide effect to address deficiencies enumerated by the state Supreme Court in Clifton; and

WHEREAS, the County Commissioners Association of Pennsylvania supported the moratorium concept incorporated into H.B. 1661, and confirmed that all of the counties involved in a court-ordered reassessment at the time supported the bill; and

WHEREAS, these issues of equity, uniformity, and the accompanying economic and fiscal chilling effects of this targeted reassessment are undoubtedly also of profound concern for the new Governor and Majority and Minority Leaders of the House, as well as the Senate Minority Leader, all of whom are from Allegheny County; and

WHEREAS, it is the judgment of Commissioners that the enactment of a statewide property tax reassessment moratorium would represent a well-reasoned and considered approach to addressing the statewide legislative issue of property tax reassessments; and

WHEREAS, it is further the judgment of the Commissioners that a legislative solution would be far preferable to burdening the courts and taxpayers with the cost and potential inequities of additional litigation on an ad hoc, county-by-county basis with no prospect of a uniform, long-term resolution, and that the General Assembly should avail itself of the opportunity to craft such a legislative solution on its own terms, rather than having one dictated to it by the judiciary.

NOW THEREFORE, BE IT RESOLVED that the Township of Wilkins urges the Pennsylvania General Assembly and Governor of the Commonwealth of Pennsylvania to enact a statewide property tax reassessment moratorium with all due speed and, in the process, to safeguard the economic stability and prosperity of the residents of the Commonwealth by providing the predictability and equity that exist with regard to property ownership in every other state.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 4-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE TRANSFER OF RESTAURANT LIQUOR LICENSE NO. R-19772 INTO WILKINS TOWNSHIP, PENN CENTER EAST, 3448 WILLIAM PENN HIGHWAY, PITTSBURGH, PENNSYLVANIA 15235 FROM 11655 FRANKSTOWN ROAD, PENN HILLS, PA 15235.

WHEREAS, Act 141 of 2000 (the "Act") amends the Commonwealth's Liquor Code, by authorizing the Pennsylvania Liquor Control Board to approve, in certain instances, the transfer of restaurant liquor licenses across municipal boundaries within the same county regardless of the quota limitations provided for in Section 461 of the Liquor Code if sale of liquor and malt or brewed beverages are legal in the municipality receiving the license; and

WHEREAS, the Act requires the receiving municipality to issue a Resolution approving the inter-municipal transfer of the liquor license from the transferring municipality prior to an applicant's submission of an application to the Pennsylvania Liquor Control Board; and

WHEREAS, amendments to the Liquor Code stipulate that, prior to adoption of a Resolution by the receiving municipality, at least one hearing be held for the purpose of permitting interested individuals residing within the municipality to make comments and recommendations regarding the applicant's intent to transfer a liquor license into the receiving municipality; and

WHEREAS, an application filed under the Act must contain a copy of the Resolution adopted by the municipality approving the transfer of a restaurant liquor license into the municipality.

NOW THEREFORE, BE IT RESOLVED that GUERRERO 4, LLC has requested the approval of the Township Commissioners of Wilkins Township for the proposed transfer of Pennsylvania Restaurant Liquor License R-19772 to Penn Center East, 3448 William Penn Highway, Pittsburgh, PA 15235, Wilkins Township, Allegheny County, from GUERRERO 4, Inc. t/a Reyazteca, 11655 Frankstown Road, Pittsburgh, PA 15235, the Municipality of Penn Hills, Allegheny County, with the understanding that said transfer must be approved at a later date by the Pennsylvania Liquor Control Board; and

BE IT FURTHER RESOLVED that the Township Commissioners of the Township of Wilkins held a public hearing to receive comments on the proposed liquor license transfer and, after consideration of the issues, found that the transfer of a restaurant liquor license into Wilkins Township by the applicant will not be detrimental to the welfare, health, peace and morals of Wilkins Township or its inhabitants; and

BE IT FURTHER RESOLVED that Wilkins Township approves, by adoption of this Resolution, the proposed transfer of Restaurant Liquor License R-19772 into Wilkins Township by GUERRERO 4, LLC; and

BE IT FURTHER RESOLVED, that the license transfer is subject to the approval of the Pennsylvania Liquor Control Board.

RESOLVED AND ENACTED this 25th day of April, 2011, by the undersigned Officials of Wilkins Township in this lawful session regularly assembled.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli, Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 5-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING LINE ITEM TRANSFERS WITHIN THE 2011 EMERGENCY CONTINGENCY AND GENERAL FUND BUDGETS

WHEREAS, the Board of Commissioners adopted the 2011 General Fund Budget by Ordinance #1012 on December 13, 2010; and

WHEREAS, the General Fund Budget relies in part upon a transfer of reserves in the amount of $400,000 from the Emergency Contingency Fund; and

WHEREAS, subsequent to the adoption of the 2011 General Fund Budget, the Township realized an unexpected gain in fund balance in the amount of $188,300.00; and

WHEREAS, the Board of Commissioners, meeting in regular session on Monday, March 28, 2011, authorized earmarking $100,000 of the surplus fund balance to a 2012 paving project; and

WHEREAS, in accordance with Section 1701, Paragraph (d) of the First Class Township Code, the Board wishes to transfer $100,000 in the Emergency Contingency Fund Budget from line-item "Transfer to General Fund" to line-item "2012 Paving Project;" and

WHEREAS, in accordance with Section 1701, Paragraph (d) of the First Class Township Code, the Board further wishes to reduce the budget allotted General Fund line-item 392.180, Transfer from Emergency Contingency Fund, from $400,000 to $300,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that the above described amendments to the 2011 Emergency Contingency and General Fund Budget are hereby approved.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 9th day of May, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 6-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF 130 QUARRY STREET, A PARCEL OF VACANT PROPERTY LOCATED IN WILKINS TOWNSHIP, ALSO REFERRED TO AS ALLEGHENY COUNTY LOT/BLOCK NUMBER 374-S-182, AND CONFIRMING THAT THIS ACQUISITION AND DISPOSITION IS IN ACCORD WITH THE COMPREHENSIVE PLAN OF THE TOWNSHIP.

WHEREAS, the Township of Wilkins, hereinafter referred to as "Municipality," in cooperation with the County of Allegheny and the Redevelopment Authority of Allegheny County are participating in the Allegheny County Vacant Property Program (Program); and

WHEREAS, the Municipality has submitted certain properties to the County for consideration under the Program known and identified as 130 Quarry Street, East Pittsburgh, Pennsylvania, 15112, Lot/Block 374-S-182; and

WHEREAS, under the Program, the Municipality is required to review the property acquisition and proposed disposition, and submit its approval to the County that said acquisition and proposed resale is in accordance with the Municipality's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins as follows:

1. That the above listed property has been reviewed by the Municipality and it approves that its acquisition and subsequent disposition under the Program would be in accordance with the Comprehensive Plan of the Municipality.

2. That a certified copy of this Resolution should be forwarded to the County of Allegheny and the Redevelopment Authority.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 9th day of May, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 7-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, TERMINATING SERGEANT ANTHONY DEMARCO'S BENEFITS UNDER THE HEART AND LUNG ACT.

WHEREAS, the Administration of Wilkins Township notified Sergeant Anthony DeMarco ("DeMarco") of its intention to terminate his benefits under the Heart and Lung Act, Act 193 of June 28, 1935, P.L. 477, *as amended*, 53 P.S. §637 (the "Act" hereafter), by letter of January 24, 2011, and of his right to request a hearing pursuant to the Local Agency Law, 2 Pa. C.S. §§551-554, to determine whether those benefits should be terminated; and

WHEREAS, DeMarco requested a hearing, and;

WHEREAS, a hearing before the Board of Commissioners was held on Friday, January 28, 2011 at 10:00 a.m. at the Township offices; and

WHEREAS, the hearing record was closed following the submission of the transcript of the April 6, 2011 deposition of Dr. Michael Rytel, and;

WHEREAS, all members of the Board of Commissioners voting on this Resolution either attended the January 28, 2011 hearing or have reviewed the transcript of the hearing, and;

WHEREAS, all members of the Board of Commissioner voting on this Resolution have reviewed the transcript of the April 6, 2011 deposition of Dr. Rytel.

NOW, THEREFORE BE IT RESOLVED as follows:

1. The Adjudication attached to this Resolution as Exhibit "A" is approved and all of its Findings of Fact, Conclusions of Law and Discussion are adopted by the Board.
2. The Township Manager is directed to terminate DeMarco's Heart and Lung Act benefits, effective immediately.
3. The Township Manager is further directed to send a copy of this Resolution and the Adjudication to DeMarco and to his counsel, Barbara Ernsberger, Esquire, by certified mail forthwith.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 25th day of May, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 8-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, RELATIVE TO THE PROCUREMENT OF PROFESSIONAL SERVICES FOR THE MUNICIPAL PENSION SYSTEM(S) SPONSORED BY THE TOWNSHIP BASED ON THE REQUIREMENTS OF ACT 44 OF 2009

WHEREAS, the Township of Wilkins (the "Township") has previously enacted an Ordinance establishing the Township of Wilkins Police Pension Plan (the "system"); and

WHEREAS, the legislature enacted Act 44 on September 18, 2009; and

WHEREAS, the Township is required by Act 44 of 2009 to establish procedures for the procurement of professional services for the municipal pension system; and

WHEREAS, the Township desires to establish the following procedures for Act 44 of 2009 compliance:

BE IT RESOLVED by the Board of the Township of Wilkins and it is **HEREBY RESOLVED AND ENACTED** by the authority of the same:

The Township procedures for procuring professional services for the municipal pension system will include the following:

a. Assemble a committee to oversee the request for proposal process.

b. Adopt a policy relating to potential conflicts of interest in the review of a proposal or negotiation of a contract.

c. Develop a timeline for posting advertisement, submission period, deadline, interviews, decision and notifications.

d. Draft an application form, advertisement, and disclosure form.

e. Advertise the availability of a contract including application and required disclosure forms on the municipal website.

f. Collect and review proposals to select the most qualified person, taking into account the person's qualifications, experience, expertise and the fees to be charged.

g. Interview candidates as part of the selection process.

h. Complete a disclosure form regarding municipal pension system officers and employees to identify any potential conflict of interest with respect to applications that were submitted.

i. Make all applications and disclosure forms public (except for proprietary information and information protected by law) and subject to the Right to Know Act after the award of the contract.

j. Summarize the relevant factors that resulted in the award of the contract in a written statement to be included in or attached to the documents awarding the contract.

k. Within 10 days of awarding the contract, transmit the original application form, a summary of the basis for the award, and required disclosure form to all unsuccessful applicants and post on the municipal pension systems' website at least seven days prior to the execution of the contract.

l. If amending the contract to increase the cost by more than the greater of 10% or $10,000, post the increase and a written justification for the increase on the municipal pension system's web site at least seven days prior to the effective date of the amendment.

m. Maintain updated annual required disclosures for current contract holders.

n. Amend the procedures at as may be required by the Auditor General.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of June, 2011.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 9-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ADOPTING A POLICY RELATING TO POTENTIAL CONFLICTS OF INTEREST IN THE REVIEW OF A PROPOSAL OR THE NEGOTIATION OF A CONTRACT FOR THE WILKINS TOWNSHIP PENSION SYSTEM, PURSUANT TO THE REQUIREMENTS OF ACT 44 OF 2009.

WHEREAS, the Township of Wilkins (the "Township") has previously enacted an Ordinance establishing the Township of Wilkins Police Pension Plan (the "system"); and

WHEREAS, the legislature enacted Act 44 on September 18, 2009; and

WHEREAS, the Township is required by Act 44 of 2009 to establish a policy relating to potential conflicts of interest in the review of a proposal or the negotiation of a contract for the Wilkins Township Pension System; and

WHEREAS, the Township desires to establish the following procedures for Act 44 of 2009 compliance:

BE IT RESOLVED by the Board of the Township of Wilkins and it is **HEREBY RESOLVED AND ENACTED** by the authority of the same:

The Township's policy relating to potential conflicts of interest in the review of a proposal or the negotiation of a contract for the Wilkins Township Pension System is as follows:

1. No former employee of the contractor or potential contractor may participate in the review of a proposal or negotiation of a contract with that contractor for at least one year after being hired as an employee for the municipal pension system.
2. No former employee of the municipal pension system may participate in the submission of a proposal or performance of a contract for at least one year after leaving the municipal pension system's employment.
3. If a person that enters into or has applied for, submitted an offer or bid for, responded to a request for proposal on or otherwise solicited a contract with a municipal pension system; or an officer, director or employee of a municipal pension system is aware, or reasonably should be aware of an apparent, potential or actual conflict of interest, the person shall disclose the conflict and promptly eliminate the conflict.
4. This policy does not preempt the municipality's Code of Ethics and/or existing Conflict of Interest Policy as it relates to the review of a proposal or negotiation of a contract in the case that the existing code or policy is stricter.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of June, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 10-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, CONFIRMING THE APPOINTMENT OF THE MUNICIPALITY OF MONROEVILLE AS LOCAL SERVICE TAX COLLECTOR IN ACCORDANCE WITH PREVIOUSLY ADOPTED ORDINANCES, RULES AND REGULATIONS.

WHEREAS, the Township of Wilkins (the "Township") previously enacted Ordinance 996 which, in part, established the Municipality of Monroeville as Local Service Tax Collector; and

WHEREAS, as a part of the conversion required by Act 32 of 2008, the Allegheny Southeast Tax Collection Committee selected Keystone Collections Group as the Earned Income Tax Collector; and

WHEREAS, Keystone Collections Group will collect Local Service Taxes beginning January 1, 2012 provided the Township provides authorization to do so no later than July 1, 2011.

NOW THEREFORE, BE IT RESOLVED by the Board of the Township of Wilkins and it is **HEREBY RESOLVED AND ENACTED** by the authority of the same that the Municipality of Monroeville shall continue to be appointed as the collector of Local Service Tax on behalf of the Township of Wilkins, in accordance with previously adopted ordinances, rules and regulations.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 13th day of June, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 11-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS SETTING FORTH A POLICY RELATING TO REQUESTS BY VOLUNTEER FIRE COMPANIES FOR TOWNSHIP PARTICIPATION IN THE FINANCING OF PURCHASE OF FIRE AND RESCUE VEHICLES AND VEHICLE PARTS

The Board of Commissioners of the Township of Wilkins hereby resolves as follows:

SECTION I.

The Board of Commissioners will consider applications by volunteer fire companies for assistance in the purchase of fire and rescue trucks and parts, provided the applicants have met all of the terms and conditions hereinafter set forth.

SECTION II.

All financial assistance is subject to approval of Township loan applications by Allegheny County, the Department of Community and Economic Development, banks or other similar entities.

SECTION III.

All applications must be submitted with an unexecuted proposed purchase agreement prepared by the vendor of the fire or rescue truck supplier, which agreement must be approved by the Board of Commissioners and must include, but is not limited to, conditions that:

A. Specify a specific delivery date, after which the buyer may elect to rescind the agreement subject to reasonable terms and conditions approved by the Board of Commissioners.

B. Contains warranties of labor and material under terms and conditions the same or equal to those issued by General Motors, Ford or Chrysler Corporations for vehicles most similar to fire or rescue vehicle.

C. Provide for manufacture to standards and specifications which will comply with and finally be approved by all governmental agencies having jurisdiction therein and all insurance related agencies having power to affect insurance rates related to the apparatus involved.

D. Ensure that prepayments made by the buyer shall not be subject to claims by a trustee in bankruptcy, receiver or similar entity.

E. An appropriate bid bond to protect the purchase price

SECTION IV.

The following formula, as recommended by the Unites States Department of Labor, will be used to establish an equitable allocation for the purchase of approved vehicles or vehicular parts.

A. Established base allocation will be $35,000 for new vehicles.

B. Base price index will be the January 1974 Consumer Price Index with 1967 base which is 139.3.

C. The consumers' price index for the month and year in which the purchase agreement is signed.

D. An example of this, based on a 1988 purchase, would be as follows:

January 1974 Consumer Price Index with 1967 Base – 139.3

April 1988 Consumer Price Index with 1967 Base - 349.5

Total Allocation – 139.3:349.5::35,000 x or

Total Allocation – $\frac{349.5 \times 35{,}000}{139.3}$ or 87,814.07

SECTION V

The following guidelines are established for the purchase of new vehicles:

A. Any costs of the apparatus above that noted in Section IV will be paid by the Fire Company.

B. The Township may finance its share by borrowing on five year short term notes. The Township may also borrow funds for the Fire Companies to be repaid from the annual allowance from the Township.

C. The guidelines for replacement are that each company may purchase a new vehicle approximately every fifteen years. While retaining a vehicle for more than twenty-four years is discouraged, a vehicle may be kept in service longer, provided it has been refurbished in an acceptable manner.

D. Vehicles can be scheduled as follows:

VFD	YEAR BUDGETED	YEARS OF PAYMENT
#4	~~2022~~ 2012	2012-2016 ~~2006-2011~~
#3	~~2022~~ 2017	~~2012-2017~~ 2017-2021
#1	~~2017~~ 2022	~~2017-2022~~ 2022-2026

E. The amount allocated cannot be more than 60% of the purchase price.

SECTION VI

Vehicle parts must be substantial in nature and be an essential component of the operation of the Truck.

SECTION VII

Each Wilkins Volunteer Fire Company agrees to possess at least one operational pumper. The Township agrees that in the future, if funds become available to the Volunteer Fire Companies to purchase a reserve pumper, to be shared among the three companies, the Township will pay the cost of the vehicle insurance as it had done prior to the donation of the reserve pumper in 2006.

SECTION VIII

The present Board of Commissioners, realizing the importance of both good fire and rescue apparatus and good financial planning, requests that future Boards of Commissioners give consideration to continuing this policy.

SECTION IX

Resolution 15-2006 is hereby repealed.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a meeting duly assembled this 13th day of June, 2011.

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

ATTEST:

Rebecca Bradley

Rebecca Bradley, Secretary

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION NO. 12-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE ACCEPTANCE OF A GRANT FROM THE ALLEGHENY COUNTY ENERGY PROGRAM FOR MUNICIPALITIES RETROFIT PHASE AND AUTHORIZING THE EXECUTION OF THE PAYMENT METHODOLOGY AGREEMENT.

WHEREAS, by Resolution #19-2009 and by Resolution #2-2011, the Board of Commissioners of the Township of Wilkins certified that the Township is willing to participate in the Energy Conservation Measure (ECM) Retrofit Phase as part of the Allegheny County Energy Program for Municipalities funded by a block grant through the United States Department of Energy; and

WHEREAS, the Energy Audit Report for the Township of Wilkins, prepared October 14, 2010 was received by the Township on November 5, 2010; and

WHEREAS, the Energy Audit indicates that the existing analog thermostats should be replaced with digital programmable thermostats with a schedule to set the temperature back during unoccupied hours and the upgrade of existing lighting systems, at a cost of $40,036.00; and

WHEREAS, the Township is eligible for seventy-five percent of the cost of the retrofit through the Allegheny County Energy Program of Municipalities due to the percentage of low to moderate income residents in the Township; and

WHEREAS, the Township is further eligible for a rebate from Duquesne Light Company, the Township's Energy Service Provider (ESP).

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves as follows:

Section I. Cost Allocation. The Township agrees to the following allocation of costs, as prepared by the County of Allegheny:

Municipal Contribution:	$ 8,114.50
Rebate Amount:	$ 1,894.50
County Contribution:	$30,027.00
Total:	$40,036.00

Section II. Payment Methodology Agreement. Execution of the Payment Methodology Agreement, attached hereto and made a part hereof, is hereby confirmed and authorized.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a meeting duly assembled this 13th day of June, 2011.

TOWNSHIP OF WILKINS

Sylvia Martinelli, President

ATTEST:

Rebecca Bradley, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 13-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DECLARING CERTAIN PROPERTIES LOCATED IN THE TOWNSHIP OF WILKINS AS SLUM AND BLIGHT.

WHEREAS, there are several vacant and dilapidated structures located within the Township of Wilkins; and

WHEREAS, such structures constitute a health and safety hazard to our residents; and

WHEREAS, such structures identified for demolition will undergo condemnation proceedings outlined within local ordinances and are in declaration of the property as a public nuisance and as being in a hazardous or dangerous condition; and

WHEREAS, Allegheny County Department of Economic Development, through the CDBG Program has funds available for the removal of such structures; and

WHEREAS, the Township of Wilkins is desirous of obtaining such funds.

NOW THEREFORE, BE IT RESOLVED, this 11th day of July, 2011, that the Township of Wilkins determines and declares that such structures individually and collectively constitute blighted property in the municipality as defined by the Urban Redevelopment Law (1945, May 24, P.L. 991; 1978, June 23, P.L. 556, No. 94; as amended, 1988, March 30, P.L. 304, No. 39.

RESOLVED AND ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 11th day of July, 2011.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 14-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Economic Development in the amount of $17,500 under the Federal Housing and Community Development Act as amended.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that the Township of Wilkins does hereby formally request a grant from the Department of Economic Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Amanda Settelmaier, Turtle Creek Valley Council of Governments, as the official to file all applications, documents, and forms between the Turtle Creek Valley Council of Governments and the Allegheny County Department of Economic Development.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 11th day of July, 2011.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NUMBER 15-2011

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE ACQUISITION AND SUBSEQUENT DISPOSITION OF 454-G-224, A PARCEL OF VACANT PROPERTY LOCATED IN WILKINS TOWNSHIP, ON CURRY AVENUE, AND CONFIRMING THAT THIS ACQUISITION AND DISPOSITION IS IN ACCORD WITH THE COMPREHENSIVE PLAN OF THE TOWNSHIP.

WHEREAS, the Township of Wilkins, hereinafter referred to as "Municipality," in cooperation with the County of Allegheny and the Redevelopment Authority of Allegheny County are participating in the Allegheny County Vacant Property Program ("Program"); and

WHEREAS, the Municipality has submitted certain properties to the County for consideration under the Program known and identified as vacant land – Curry Avenue, Turtle Creek, Pennsylvania, 15145, Lot/Block 454-G-224; and

WHEREAS, under the Program, the Municipality is required to review the property acquisition and proposed disposition, and submit its approval to the County that said acquisition and proposed resale is in accordance with the Municipality's Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins as follows:

1. That the above listed property has been reviewed by the Municipality and it approves that its acquisition and subsequent disposition under the Program would be in accordance with the Comprehensive Plan of the Municipality.

2. That a certified copy of this Resolution should be forwarded to the County of Allegheny and the Redevelopment Authority.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 10th day of October, 2011.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION NO. 16-11

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING THE MANUAL OF RULES AND REGULATIONS GOVERNING THE OPERATION OF THE TOWNSHIP POLICE DEPARTMENT AND DEFINING THE DUTIES OF THE POLICE DEPARTMENT EMPLOYEES.

The Board of Commissioners of the Township of Wilkins pursuant to the authority of the First Class Township Code hereby resolves as follows:

SECTION I: The Board of Commissioners hereby adopts an Amendment to the Manual of Rules and Procedures containing policies, procedures and regulations governing the operation of the Township Police Department and defining the duties of the Police Department employees.

SECTION II: The amendment is specific to Section 4.00.0, Uniforms and Equipment, Section 4.05.2 and 4.09.6 as follows:

4.05.2 Collar insignia will be embroidered in ½" white letters WTPD in capital letters. Sergeant and above ranks may wear gold embroidered lettering indicating their rank.

4.09.6 NAME TAG: Blue background 1" wide and the length of right pocket. The background is the same color as the shirt and the lettering is white. The lettering is all capital letters with the officer's "last name" or "Officer," "first initial," then a period then "last name." Sergeant and above ranks may wear gold embroidered lettering indicating their rank.

SECTION III: The Manual shall be issued to all employees of the Police Department in the manner set forth in the Manual.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 28th day of October, 2011.

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, Chairwoman

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

RESOLUTION NO. 1-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 790, an Ordinance providing for audit of Township accounts by an independent auditor on December 11, 1989; and

WHEREAS, said Ordinance 790 requires the appointment of an auditor by Resolution on an annual basis; and

WHEREAS, it is the desire of the Board of Commissioners of the Township of Wilkins to appoint Robert J. Tomasic as auditor for the Township of Wilkins for the year 2012.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that Robert J. Tomasic is hereby appointed to the post of Independent Auditor for the year 2012.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 9th day of January, 2012.

TOWNSHIP OF WILKINS

By:

Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 2-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE APPROPRIATE INDIVIDUALS TO EXECUTE AN AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND THE COMMONWEALTH OF PENNSYVLANIA, DEPARTMENT OF TRANSPORTATION.

BE IT RESOLVED, by the authority of the Wilkins Township Board of Commissioners of the Township of Wilkins, Allegheny County, and it is hereby resolved by authority of the same, that the President of said Partner be authorized and directed to sign the attached Agreement or Amendment on its behalf.

ATTEST

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

By:

Sylvia J. Martinelli
President

ATTEST:

I, Rebecca Bradley, Secretary of the Wilkins Township Board of Commissioners, Wilkins Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Wilkins Township Board of Commissioners held on the 9th of January, 2012.

Date: 1/9/12

Rebecca Bradley, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 3-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, EXPRESSING OPPOSITION TO THE ONGOING COURT-ORDERED REASSESSMENT AND ASKING THE COURT OF COMMON PLEAS TO STOP THE PROCESS IMMEDIATELY; CALLING UPON THE GOVERNOR AND GENERAL ASSEMBLY TO IMPOSE A STATEWIDE MORATORIUM ON SINGLED-OUT, COURT-ORDERED COUNTY REASSESSMENTS; AND CALLING UPON THE GOVERNOR AND GENERAL ASSEMBLY TO ENACT COMPREHENSIVE LEGISLATION THAT PROVIDE FOR A UNIFORM STATEWIDE SYSTEM FOR ESTABLISHING PROPERTY VALUES AMONG ALL COUNTIES IN THE COMMONWEALTH SO THAT ALL RESIDENTS, BUSINESSES, GOVERNMENTS AND SCHOOL DISTRICTS ARE AFFORDED STABILITY, CERTAINTY AND FAIRNESS.

WHEREAS, in *Clifton, et.al. v. Allegheny County,* the Pennsylvania Supreme Court ruled that base-year reassessment systems inherently become increasingly inaccurate over time, and further, that Allegheny County's base-year system, as applied, was unconstitutionally non-uniform; and

WHEREAS, although the decision indicated that allowing the base-year assessment system to stand indefinitely was a problem that needed to be addressed on a statewide basis, the Supreme Court also acknowledged that there had been no action by the General Assembly and ordered the Court to oversee a reassessment of property in Allegheny County; and

WHEREAS, the Supreme Court decision, and the lack of action by the General Assembly, has resulted in Allegheny County being unfairly singled-out and subjected to a court-ordered reassessment that is bringing uncertainty and fear to residents, businesses, governments and school districts throughout the county; and

WHEREAS, the specific targeting of Allegheny County's residential and business property taxpayers for disparate treatment will have a negative economic impact on the county, resulting in reduced economic development and spending within the county, which will result in reduced state income through sales and use taxes, fuel taxes and income and other taxes; and

WHEREAS, there is no difference between the base-year assessment system that Allegheny County is using and the base-year assessment system being used by our neighboring counties, which has enabled those counties to keep their property values in place for decades; and

WHEREAS, prior to 2002, the last reassessment year in Allegheny County, we lagged the nation in property value appreciation, but have seen those values stabilized during the last five years, while national property values have fallen by 3.8 percent; and

WHEREAS, during the last four years, our county has been among the lowest in the nation in home foreclosures and sheriff's sales, and we simply cannot allow Allegheny County- only court-ordered reassessment to reverse our progress.

NOW, THEREFORE, BE IT RESOLVED that we, the elected officials of the Township of Wilkins do hereby express opposition to the ongoing court-ordered reassessment and ask the Court of Common Pleas to stop the process immediately to return certainty and stability to all residents, businesses, governments and school districts in Allegheny County.

WHEREAS, the issues of equity and uniformity, as well as the accompanying economic and fiscal chilling effects of this targeted reassessment are also of profound concern for the Governor and General Assembly, particularly those members who are from Allegheny County.

BE IT FURTHER RESOLVED that we call upon the Governor and General Assembly to expeditiously impose a statewide moratorium on singled-out, court-ordered county reassessments to ensure that no residents, businesses, governments or school districts are unfairly treated.

FURTHERMORE, BE IT RESOLVED that we call upon the Governor and General Assembly to enact comprehensive legislation that provides for a uniform statewide system for establishing property values among all counties in the Commonwealth so that all residents, businesses, governments and school districts are afforded stability, certainty and fairness.

ATTEST

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President

ATTEST:

I, Rebecca Bradley, Secretary of the Wilkins Township Board of Commissioners, Wilkins Township, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the Wilkins Township Board of Commissioners held on the 30th of January, 2012.

Date: 1/30/12

Rebecca Bradley, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 4-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, TO PRESERVE THE EXISTING POWERS GIVEN TO MUNICIPALITIES TO UTILIZE LOCAL ZONING ORDINANCES.

WHEREAS, since 2008 the Pennsylvania Department of Environmental Protection has cited the Marcellus Shale industry over 3,000 times for violations of the law and both growing evidence and these violations demonstrate that drilling for natural gas in the Marcellus Shale poses a significant threat to the environment and the health, safety and welfare of residents of the Commonwealth; and

WHEREAS, industry is attempting to weaken or overturn protective municipal legislation by intimidating municipalities through tactics like lawsuits and threats of boycotting local business; and

WHEREAS, the industry is attempting to deny a municipality the ability to determine what is best for its communities and residents by advocating the universal, mandate legislation to eliminate or reduce established municipal zoning powers; and

WHEREAS, the circumstances in each of the Commonwealth's 2,566 municipalities are unique, it should therefore be the right of the individual municipality to determine the details of what is best for its communities and residents, just as they have for all other industries in the state; and

WHEREAS, the Township of Wilkins has the responsibility and power to protect the environment and health, safety, and welfare of its communities and residents; and

WHEREAS, in conjunction with its responsibilities to protect the environment, health, safety and welfare of their residents the Township of Wilkins enacted Ordinance Number 1000 on October 26, 2009; and

WHEREAS, similar efforts to strengthen local protections have been enacted or are being initiated across Pennsylvania.

THEREFORE, THE TOWNSHIP OF WILKINS RESOLVES THAT, the Pennsylvania General Assembly and the Governor of Pennsylvania should reject attempts to eliminate, weaken or standardize a municipality's ability to protect its residents from the dangers of natural gas drilling and instead should preserve the existing powers given to municipalities to utilize local zoning ordinances. We urge lawmakers to support changes to the PA Oil and Gas Act that would expand municipalities' ability to determine what is necessary to protect the health, safety, and welfare of its communities and residents.

ADOPTED AND RESOLVED this 30th day of January, 2012.

ATTEST

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
Sylvia J. Martinelli
President

TOWNSHIP OF WILKINS

RESOLUTION NO. 5-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ADOPTING THE ALLEGHENY COUNTY 2011 HAZARD MITIGATION PLAN AS THE OFFICIAL HAZARD MITIGATION PLAN FOR THE TOWNSHIP OF WILKINS

WHEREAS, the Township of Wilkins, Allegheny County, Pennsylvania is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship and threats to public health and safety; and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities; and

WHEREAS, the Township of Wilkins acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds; and

WHEREAS, the Allegheny County 2011 Hazard Mitigation Plan has been developed by the Allegheny County Emergency Management Agency and the Allegheny County Planning Commission in cooperation with other county departments, and officials and citizens of the Township of Wilkins; and

WHEREAS, a public involvement process consistent with the requirements of the DMA 2000 was conducted to develop the Allegheny County 2011 Hazard Mitigation Plan; and

WHEREAS, the Allegheny County 2011 Hazards Mitigation Plan recommends mitigation activities that will reduce losses to life and property affects by both natural and human-made hazards that face the County and its municipal governments.

NOW THEREFORE, BE IT RESOLVED by the governing body for the Township of Wilkins:

- The Allegheny County 2011 Hazard Mitigation Plan is hereby adopted as the official Hazard Mitigation Plan of the Township of Wilkins; and
- The respective officials and agencies identified in the implementation strategy of the Allegheny County 2011 Hazard Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

ADOPTED AND RESOLVED this 30th day of January, 2012.

ATTEST

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President

TOWNSHIP OF WILKINS

RESOLUTION NO. 6-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE ATTACHED LIST OF AUTHORIZED CHECK SIGNERS AND THE REMOVAL OF OUT OF DATE SIGNATORIES

WHEREAS, the signatories on file with the Pennsylvania Local Government Investment Trust are outdated; and

WHEREAS, Board of Commissioners wishes to eliminate signatories who are no longer authorized and add new signatories.

NOW THEREFORE, BE IT RESOLVED by the governing body for the Township of Wilkins that the attached document entitled "Authorized Check Signers" is hereby approved and the Manager is authorized to transmit this form to the appropriate individual at PLGIT.

ADOPTED AND RESOLVED this 27th day of February, 2012.

ATTEST

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

Sylvia J. Martinelli
President

TOWNSHIP OF WILKINS

RESOLUTION NO. 7-12

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC for the Dowling Street Area Sanitary Sewer Replacement Project.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 27th day of February, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 8-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC for the Sawmill Run Streambank Stabilization Project.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 27th day of February, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 9-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ACCEPTING AND AUTHORIZING THE EXECUTION OF SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE BY AND BETWEEN THE ALLEGHENY COUNTY SANITARY AUTHORITY, THE MUNICIPALITY OF MONROEVILLE, THE TOWNSHIP OF WILKINS, THE BOROUGH OF TURTLE CREEK AND THE BOROUGH OF CHURCHILL FOR CLEANING AND TELEVISING OF THE THOMPSON RUN INTERCEPTOR PERFORMED UNDER ALCOSAN CONTRACT

WHEREAS, the attached Settlement Agreement and Mutual General Release are hereby incorporated by reference and made a part hereof as if referenced in full.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Wilkins does hereby accept the Settlement Agreement and Mutual General Release by and between ALCOSAN, Monroeville, Wilkins, Turtle Creek and Churchill; and

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the appropriate individuals to execute the document.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 27th day of February, 2012.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President
Board of Commissioners

BRUCE E. DICE & ASSOCIATES, P.C.

ATTORNEYS AT LAW

TEL: 724-733-3080

787 PINE VALLEY DRIVE, SUITE E
PITTSBURGH, PENNSYLVANIA 15239-2842

FAX: 724-327-9659

February 17, 2012

John Capor
MONROEVILLE MUNICIPAL AUTHORITY
219 Spellman Lane
Monroeville, PA 15146

RE: Thompson Run Interceptor

Dear John,

ALCOSAN, through their attorney, has prepared the enclosed Settlement Agreement and Mutual Release as a more formal recitation of our agreement to settle. I've reviewed the document and have gone back to them with suggested changes, which they have incorporated. I would ask that you execute the Agreement on behalf of the Monroeville Municipal Authority. As you can see there is a signature line for the Municipality of Monroeville. The reason for this is that Monroeville remains an original party to the Agreement. I will have Monroeville sign the Agreement with the understanding that the Authority now owns the Interceptor and is responsible for payment under the terms of the agreement. In essence, the Municipal Authority is assuming the contractual obligations that Monroeville had under the original agreement. I would also ask that you forward via email to each of the other entities copies of this Agreement with my comments. If they forward signed signature pages back to you I will collect them and send them all back to ALCOSAN. Obviously if they have questions they can direct those questions to me or to their own counsel. Please call with any questions you may have.

Very Truly Yours,
Bruce E. Dice & Associates, P.C.

Robert A. Zunich, Esquire

RAZ/alo
Enclosure

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SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE (the "Agreement") is made and entered into this _____ day of _____, 2012, by and among the Allegheny County Sanitary Authority (hereinafter "ALCOSAN"), the Municipality of Monroeville (formerly known as the Borough of Monroeville and hereinafter "Monroeville"), the Township of Wilkins (hereinafter "Wilkins"), the Borough of Churchill (hereinafter "Churchill") and the Borough of Turtle Creek (hereinafter "Turtle Creek"). Monroeville, Wilkins, Churchill and Turtle Creek will be collectively referred to herein as the "Municipalities."

RECITALS

WHEREAS, on or about August 1, 1963, ALCOSAN and the Municipalities entered into a written contract known as the Thompson Run Intercepting Sewer and Appurtenances Agreement (hereinafter the "Interceptor Agreement") whereby ALCOSAN agreed to construct and maintain an intercepting sewer and appurtenances in Thompson Run (hereinafter the "Thompson Run Interceptor") at the sole expense of the Municipalities.

WHEREAS, under the Interceptor Agreement, the Municipalities are responsible for reimbursing ALCOSAN for their individual proportionate share of the maintenance costs of the Thompson Run Interceptor based upon their individual proportionate ownership interest in the Thompson Run Interceptor, which is set forth in the Interceptor Agreement as follows: Monroeville at 70.64%, Wilkins at 23.91%, Churchill at 2.05%, and Turtle Creek at 3.40%.

WHEREAS, in 2010, ALCOSAN completed Contract 1379 which consisted of the inspection and cleaning of the Thompson Run Interceptor (hereinafter the "Project"). The total cost advanced by ALCOSAN for the Project was $292,597.70. There were thirty-four consultant invoices totaling $239,700.15 and three contractor payment applications totaling $52,897.55.

WHEREAS, the Municipalities herein admit and acknowledge that they are solely responsible for their proportionate share of the Project costs as set forth in the Interceptor Agreement, however, a dispute arose between ALCOSAN and the Municipalities relating to the amount of the total costs for the Project (hereinafter the "Dispute").

WHEREAS, the parties to this Agreement desire to avoid further expense, inconvenience and distraction of litigation relating to the Dispute and to put to rest all further controversy related thereto, to compromise their claims and differences which were or could have been raised, and to effect the release of all such claims, upon the terms and conditions set forth hereafter.

NOW THEREFORE, for good and valuable consideration, including the mutual covenants contained in this Agreement, the sufficiency and receipt of which is hereby acknowledged, the parties hereto, each intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are hereby incorporated by reference and made a part hereof.

2. In consideration of the mutual covenants set forth herein, the Municipalities agree to pay ALCOSAN the total sum of Two Hundred Thousand Dollars and Zero Cents ($200,000.00) to be paid in proportionate shares based upon their ownership interest as set forth in the Interceptor Agreement in three (3) annual payments starting in February 2012. A schedule of each Municipality's payment obligation is attached hereto and incorporated herein as Addendum 1.

3. In the event any Municipality shall be delinquent on its respective payment by more than 45 days from a payment deadline referenced in Addendum 1, such delinquency shall be considered a material breach of this Agreement and ALCOSAN may, in its sole discretion,

void the Agreement as to the delinquent Municipality only, or alternatively, ALCOSAN may elect to enforce its rights against the delinquent Municipality under the terms of this Agreement. The Municipalities agree that ALCOSAN will be entitled to interest at the rate of six percent (6%) per annum from the date of a material breach of this Agreement as set forth in Paragraph 3 until the delinquency is paid in full.

4. In the event of a material breach of this Agreement as set forth in Paragraph 3, if ALCOSAN elects to void the Agreement as to the breaching Municipality, the breaching Municipality will be liable to ALCOSAN for its entire proportionate share based upon its ownership interest as set forth in the Interceptor Agreement of the uncompromised Project cost of $292,597.70, less a credit for any amount previously paid under the terms of this Agreement plus interest as set forth in Paragraph 3. This Agreement will remain in full force and effect as to all other non-breaching Municipalities.

5. This Agreement shall toll the statute of limitations as to the Dispute from the date of this Agreement until the expiration of one hundred twenty (120) days after a material breach of this Agreement occurs as set forth in Paragraph 3. The statute of limitations shall remain tolled for all other non-breaching Municipalities.

6. In the event ALCOSAN takes legal action against any of the Municipalities to enforce this Agreement or to collect their proportionate unpaid balance of the Project cost, ALCOSAN shall be entitled to recover all related legal expenses, including costs and reasonable attorneys' fees, incurred in the collection of the unpaid balance.

7. ALCOSAN hereby knowingly and willingly releases, discharges and acquits the Municipalities of and from any and all liability, claims, actions, causes of action, suits, contracts, obligations, damages, costs and expenses and all other claims of whatsoever nature and kind, that ALCOSAN ever had or now has against the Municipalities related in any way to the Dispute

except for a material breach of this Agreement as provided in Paragraphs 3 and 4 of this Agreement.

8. Monroeville hereby knowingly and willingly releases and forever discharges and acquits ALCOSAN of and from any and all liability, claims, actions, causes of action, suits, contracts, obligations, damages, costs, expenses and all other claims of whatsoever nature and kind, whether known or unknown, that Monroeville ever had or now has against ALCOSAN related in any way to the Dispute.

9. Wilkins hereby knowingly and willingly releases and forever discharges and acquits ALCOSAN of and from any and all liability, claims, actions, causes of action, suits, contracts, obligations, damages, costs, expenses and all other claims of whatsoever nature and kind, whether known or unknown, that Wilkins ever had or now has against ALCOSAN related in any way to the Dispute.

10. Churchill hereby knowingly and willingly releases and forever discharges and acquits ALCOSAN of and from any and all liability, claims, actions, causes of action, suits, contracts, obligations, damages, costs, expenses and all other claims of whatsoever nature and kind, whether known or unknown, that Churchill ever had or now has against ALCOSAN related in any way to the Dispute.

11. Turtle Creek hereby knowingly and willingly releases and forever discharges and acquits ALCOSAN of and from any and all liability, claims, actions, causes of action, suits, contracts, obligations, damages, costs, expenses and all other claims of whatsoever nature and kind, whether known or unknown, that Turtle Creek ever had or now has against ALCOSAN related in any way to the Dispute.

12. The Interceptor Agreement is unaffected by this Agreement and remains in full force and effect.

13. The parties hereto each acknowledge and declare that they have read carefully and understand fully the terms of this Agreement, that they have had such advice of counsel as they desire and that they have voluntarily signed this Agreement for the purposes set forth herein.

14. Each party to this Agreement shall be responsible for and pay all of its own attorneys' fees, costs and expenses relating to the preparation and execution of this Agreement.

15. This Agreement is considered as drafted jointly by the parties, and no uncertainty or ambiguity found in the terms hereof shall be construed for or against any party based upon an attribute of drafting by any one party.

16. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. If any provision of this Agreement is determined to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement, which shall be enforced as if the invalid provisions were not a part hereof.

17. By the Monroeville Municipal Authority's execution of this Agreement in the space provided below, the Monroeville Municipal Authority agrees to the terms of this Agreement. Any payment made by the Monroeville Municipal Authority to ALCOSAN under the terms of this Agreement shall be treated as a payment made on behalf of Monroeville.

18. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This agreement may be executed and delivered by facsimile or electronic mail and shall become effective and binding upon the parties at such time as all the signatories hereto have signed the original or a counterpart of this Agreement.

IN WITNESS WHEREOF, and with the intention to be legally bound hereby, the undersigned have hereunto set their hands on the date first set forth above.

ATTEST:

ALLEGHENY COUNTY SANITARY AUTHORITY

_____
Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

MUNICIPALITY OF MONROEVILLE

_____
Name: _____
Title: _____

(SEAL)

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

TOWNSHIP OF WILKINS

Rebecca Bradley
Name: _____
Title: _____

(SEAL)

By: Sylvia J. Martinelli
Name: _____
Title: _____

Date: _____

ATTEST:

_____
Name: _____
Title: _____

(SEAL)

BOROUGH OF CHURCHILL

By: _____
Name: _____
Title: _____

Date: _____

ATTEST:

_____
Name: _____
Title: _____

(SEAL)

BOROUGH OF TURTLE CREEK

By: _____
Name: _____
Title: _____

Date: _____

AGREED TO BY:

ATTEST:

_____
Name: _____
Title: _____

(SEAL)

MONROEVILLE MUNICIPAL AUTHORITY

By: _____
Name: _____
Title: _____

Date: _____

ADDENDUM 1

Municipality of Monroeville will pay a total of $141,280.00 in the following three (3) annual installments, each by the date referenced below:

Upon Execution of this Agreement	$47,093.33
January 15, 2013	$47,093.33
January 15, 2014	$47,093.34

Township of Wilkins will pay a total of $47,820.00 in the following three (3) annual installments, each by the date referenced below:

Upon Execution of this Agreement	$15,940.00
January 15, 2013	$15,940.00
January 15, 2014	$15,940.00

Borough of Churchill will pay a total of $4,100.00 in the following three (3) annual installments, each by the date referenced below:

Upon Execution of this Agreement	$1,366.67
January 15, 2013	$1,366.67
January 15, 2014	$1,366.66

Borough of Turtle Creek will pay a total of $6,800.00 in the following three (3) annual installments, each by the date referenced below:

Upon Execution of this Agreement	$2,266.67
January 15, 2013	$2,266.67
January 15, 2014	$2,266.66

TOWNSHIP OF WILKINS

RESOLUTION NO. 10-12

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ACCEPTING THE PROPOSAL FOR SERVICES AND AUTHORIZING THE EXECUTION OF AN INDEMNIFCATION AGREEMENT BY AND BETWEEN THE TOWNSHIP OF WILKINS AND BILL GAMBLE FOR THE PURPOSE OF DEVELOPING POLICE CIVIL SERVICE RULES AND REGULATIONS

WHEREAS, the Township of Wilkins desires to retain the services of Mr. Bill Gamble, Police/Fire Testing Personnel Management Consultant (hereinafter called "Consultant") for the purpose of rewriting the Township of Wilkins Civil Service Rules and Regulations to be in accordance with amendments made to the First Class Township Code in 2011 and 2012; and

WHEREAS, the Consultant desires to perform this service for the Township in accordance with the attached scope of work, provided that the attached Indemnification Agreement between the Township and the Consultant is accepted.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Wilkins does hereby accept the Proposal for Services and the Indemnification Agreement by and between Wilkins Township and the Consultant; and

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the appropriate individuals to execute the documents.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 12th day of March, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

INDEMNIFICATION AGREEMENT

This indemnification agreement is entered into by and between Wilkins Township, hereinafter referred to as the MUNICIPALITY, and Bill Gamble, Police/Fire Testing personnel Management Consultant, hereinafter referred to as the CONSULTANT.

The purpose of the indemnification agreement is, at the request of the MUNICIPALITY, the CONSULTANT provide technical assistance in the following manner:

> *Developing Police Civil Service Rules and Regulations for the MUNICIPALITY, as provided in the attached Proposal, and provide a final copy to the MUNICIPALITY for adoption.*

The MUNICIPALITY shall pay the CONSULTANT at the rate set forth and agreed to by the CONSULTANT and the MUNICIPALITY prior to this agreement. The technical assistance rate performed by the CONSULTANT shall be:

> *The total cost for services provided under this agreement shall be: $900.00.*

In this regard, the MUNICIPALITY agrees to indemnify and hold the CONSULTANT harmless and against any and all claims, injuries, damages, suits and causes of action of any nature whatsoever taken by any7 and all third parties, including, but not limited to, claims of defamation, interference with contractual relations, unfair labor practices and alleged breaches of federal and state statutory law.

TOWNSHIP OF WILKINS	**CONSULTANT**
Sylvia Martinelli, President	Bill Gamble
Dated:_____	Dated:_____

PROPOSAL
Turtle Creek COG

CIVIL SERVICE COMMISSION TECHNICAL ASSISTANCE
CIVIL SERVICE RULES WRITING PROCESS
(Presented by Bill Gamble, Consultant)

Civil Service Commission/Municipal Responsibility:

1. Provide the consultant with a copy of the current Civil Service Rules and Regulations and other pertinent documents such as the Police Application and Collective Bargaining Agreement.
2. After review and approval, sign Indemnification Agreement.
3. Complete a questionnaire, provided by the consultant.
4. Appoint a representative to interact, via phone/e-mails, with the consultant in the process of the consultant writing a draft of the Civil Service Rules and Regulations.
5. Meet with the consultant to review the "final draft" of the Civil Service Rules And Regulations and provide any final feedback for final editing.
6. Start the process of approving and implementing the new Civil Service Rules And Regulations.

The Consultant's Responsibility will be as follows:

1. Review Collective Bargaining Agreement and Questionnaire provided by the Consultant.
2. Review Application Form and provide any recommendations, if appropriate.
3. After review of current civil service rules and regulations, have discussion with municipal representative (civil service commission) and with approval of the Civil Service Commission, develop an amended or new Civil Service Rules and Regulation's document, in "draft" form.
4. Interact with the representative appointed by the Civil Service Commission through phone discussions and e-mails in the development of a "draft" of the Civil Service Rules and Regulations. Provide a "final draft" to the Civil Service Commission.
5. Meet with the Civil Service Commission/Municipal Officials to present the "final draft" of the Civil Service Rules and Regulations for a review and final discussion and editing, if necessary.
6. Prepare and provide the civil service commission/municipal officials with the final version of the civil service rules and regulations to start the process of implementing the new Civil Service Rules and Regulations.
7. Provide any follow-up that may be necessary.

Bill Gamble
Municipal Police/Fire Testing
Personnel Management Consultant
200 Cottonwood Drive
Oakdale, PA 15071
412-427-8625 / billygam@comcast.net

TOWNSHIP OF WILKINS

RESOLUTION NO. 11-12

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, URGING THE PENNSYLVANIA GENERAL ASSEMBLY TO ELIMINATE OR AMEND THE STATE PREVAILING WAGE ACT (ACT 442 OF 1961)

WHEREAS, the Pennsylvania Prevailing Wage Act requires that workers on public construction, reconstruction, demolition, alteration, and/or repair projects with an estimated cost greater than $25,000 be paid a wage set by the Secretary of Labor and Industry rather than local market rates; and

WHEREAS, the prevailing wage rates set by the Secretary of Labor and Industry are generally 20 to 40 percent higher than the local market labor rates; and

WHEREAS, the cost and burden of these artificially inflated wages are borne by taxpayers in the form of higher construction costs and higher taxes than would otherwise be necessary; and

WHEREAS, local contractors often choose not to bid on prevailing wage projects due to the administrative and financial overhead required; and

WHEREAS, according to the U.S. Bureau of Labor Statistics' CPI Inflation Calculator, $25,000 in 1963 dollars equals $183,203 in 2011 dollars; and

WHEREAS, current state law and regulations that determine prevailing wage rates are fundamentally vague and often favor collective bargaining agreements and union wages, which skews rates unnecessarily higher than they otherwise would have been if determined under alternative means; and

WHEREAS, HB 1329 (Session of 2011) would, if adopted, increase the prevailing wage threshold from $25,000 to $185,000, and adjust this amount annually based on the Consumer Price Index; and

WHEREAS, HB 1685 (Session of 2011) would, if adopted, require the Secretary of Labor and Industry to develop a uniform and complete list of worker classifications and place this information on a publically accessible website; therefore be it

RESOLVED, the Township of Wilkins, County of Allegheny, supports meaningful and commonsense reforms to the Prevailing Wage Act; and be it further

RESOLVED, that the members of the General Assembly be urged to support and pass House Bills 1329 and 1685, as well as any other proposal that offers relief to

Pennsylvania's local governments and taxpayers from the burdens of the Prevailing Wage Act.

ADOPTED by the Board of Commissioners of the Township of Wilkins, County of Allegheny, and Commonwealth of Pennsylvania this 26th day of March, 2012.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President
Board of Commissioners

BY-LAWS OF THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS UNIFORM CONSTRUCTION CODE (UCC) APPEALS BOARD

ARTICLE ONE
INTRODUCTION

Section 1.01 Definition of By-Laws. These By-Laws constitute the code of rules adopted by the Turtle Creek Valley Council of Governments (TCVCOG), and the UCC Board of the TCVCOG for the regulation and management of the affairs of the UCC Board of the TCVCOG.

Section 1.02 Authority of the TCVCOG to Establish a Joint UCC Board. The TCVCOG is a nonprofit corporation properly registered with the Pennsylvania Department of State in compliance with the nonprofit corporation law of the Commonwealth of Pennsylvania, the Act of May 5, 1933, P.L. 289, and June 16, 1969, as amended, and further, meets all requirements of the Pennsylvania Intergovernmental Cooperation Act of 1972, as amended (relating to Intergovernmental Cooperation). As such, the TCVCOG is a voluntary organization of municipal governments and acts as a forum for regional issues to effectuate more effective and efficient local government services through the administration of cooperative projects, programs and activities among its members. Pursuant to 34 Pa. Code § 403.121(d), two or more municipalities may establish a joint board of appeals through an intergovernmental agreement under the Pennsylvania Intergovernmental Cooperation Act.

Section 1.03 Severability. If any By-Law or portion of these By-Laws is ruled invalid by a Court of competent jurisdiction, such invalidity shall not affect the legal validity of any other section of these by-laws or the ability or validity of the UCC Board to continue to function in accordance with all applicable state and local laws and ordinances.

ARTICLE TWO
PURPOSE AND POWERS OF UCC BOARD

Section 2.01 Purposes and Powers. The UCC Board of the TCVCOG shall have 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 of Rules and Regulations.

The UCC Board shall hear and rule on appeals, requests for variances and requests for extensions of time under the Uniform Construction Code. An application for appeal to the UCC Board shall be based on a claim that the true intent of the Pennsylvania Construction Code Act (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.

Section 2.02 Powers Not Conferred. The UCC Board of the TCVCOG 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 UCC 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

(3/1/12 Version)

Allegheny County Health Department in accordance with Article XI of the Allegheny County Health Department Rules and Regulations.

ARTICLE THREE
ELECTION TO PARTICIPATE IN THE UCC BOARD

Section 3.01 Election to Join the TCVCOG UCC Board. Any municipality that is a dues paying member of the TCVCOG in good standing may elect to join the TCVCOG Municipal Appeal Board by:

1) Adopting an Ordinance indicating its intent and election to participate in the UCC Board with the other Member Municipalities; and
2) Approving the By-Laws of the TCVCOG UCC Board; and
3) Agreeing to be legally bound by any written decision of the UCC Board; and
4) Executing an Intergovernmental Cooperation Agreement in a form acceptable to the TCVCOG Executive Board pursuant to the Intergovernmental Cooperation Act, No. 180 of 1972, as amended by Act 177 of 1996, 53 P.S. §§ 2301-2315.

Section 3.02 Compliance with Intergovernmental Cooperation Act. All municipalities electing to join the TCVCOG UCC Board shall comply fully with the Pennsylvania Intergovernmental Cooperation Act.

Section 3.03 Indemnification and Hold Harmless. Each participating TCVCOG member municipality electing to participate in the TCVCOG UCC Board shall specifically indemnify and hold harmless the TCVCOG, its individual members, its officers, directors, the Executive Committee, the Advisory Committees, its administrators, and their successors and assigns, against any and all actions, claims and demands including any claims for the negligence of TCVCOG, its individual members, its officers, directors, the Executive Committee, the Advisory Committees, its administrators, and their successors and assigns, arising out of the actions of the TCVCOG UCC Board.

ARTICLE FOUR
COMPOSITION AND MEMBERS OF BOARD OF APPEALS

Section 4.01 Qualification of Members. The UCC Board shall consist of five individuals, one from each of the following professions or disciplines:

1. Registered design professional who is a registered architect; or a builder or superintendent of building construction with at least ten years' experience, five of which shall have been in a responsible charge of work.
2. Registered design professional with structural engineering or architectural experience.
3. Registered design professional with mechanical or plumbing engineering experience; or a mechanical or plumbing contractor with at least ten years' experience, five of which shall have been in responsible charge of work.
4. Registered design professional with electrical engineering experience; or an electrical contractor with at least ten years' experience, five of which shall have been in responsible charge of work.
5. Registered design professional with fire protection engineering experience; or a fire protection contractor with at least ten years' experience, five of which shall have been in responsible charge of work.

A member of the UCC Board shall be qualified by training and experience to pass on matters pertaining to building construction. Training and experience may consist of licensure as an architect or engineer, experience in the construction industry, or training and experience as an inspector or plan reviewer. No member or alternate member may be appointed by a participating municipality to the TCVCOG UCC Board unless the member or alternate member possesses a minimum of five (5) years combination of education and experience in **building trades, building design or construction, or building inspection and plan review.**

Section 4.02 Certain Persons Prohibited from Serving as Members. Members of a municipality's governing body, its code administrator, and all employees of participating members may not serve on the UCC Board.

Section 4.03 Members Serve at Pleasure of Municipality's Governing Body. A member appointed to the UCC Board by the TCVCOG holds office at the pleasure of the TCVCOG. Any member appointed to the UCC Board may be removed by the appointing governing body whenever in its judgment the best interests of the TCVCOG will be served.

Section 4.05 Stipend to Board Members for Hearing Attended. Each member of the TCVCOG UCC Board who attends a Municipal Appeal Hearing, shall receive a stipend of Fifty Dollars ($50.00) for each hearing actually attended by the member in order to reimburse the member for mileage and other expenses incurred by the member in attending the Municipal Appeal Hearing.

Section 4.06 Conflicts of Interest. A UCC Board member may not cast a vote or participate in a hearing in any appeal, request for variance or request for extension of time in which the member has a personal, professional or financial interest. If a question arises concerning whether or not a UCC Board member has a personal, professional or financial interest, the board member shall consult with the Solicitor of the municipality which nominated him/her for appointment, and the Solicitor shall render a legal opinion as to whether or not the member has a personal, professional, or financial conflict of interest.

ARTICLE FIVE
APPOINTMENT OF MEMBERS TO THE BOARD OF APPEALS

Section 5.01 Municipal Appointment of Members. Each participating municipality, if it desires, may nominate one member-at-large (member) and one alternate member-at-large (alternate) to the UCC Board. However, irrespective of whether a participating municipality nominates or declines to nominate a member or an alternate member to the UCC Board, all decisions of the UCC Board shall be binding upon such participating municipality even though the participating municipality is not represented by a voting member from its own municipality on the UCC Board.

Section 5.02 Method of Appointment. Each municipality electing to participate in the TCVCOG UCC Board shall prior to April 30, 2012, execute an intergovernmental cooperation agreement indicating its election to participate in the formation of the TCVCOG UCC Board. Also, prior to such date, if the participating municipality desires to nominate a member and an alternate member to the UCC Board, the municipality shall nominate such member and an alternate member by Resolution of the governing body and shall submit the names and qualifications of the member and the alternate member to the TCVCOG.

Section 5.03 Certification of Members and Alternate Members on UCC Board The TCVCOG Executive Board shall certify by Resolution, all nominations to the UCC Board approved by the participating municipalities prior to (date).

SECTION 5.04 – MEMBERSHIP REPRESENTATION

The membership of the TCVCOG UCC Appeals Board shall possess the qualifications listed in Section 4.01 – Qualification of Members. The membership of the TCVCOG COG UCC Appeals Board shall represent as many municipalities as possible. The TCVCOG Executive Board shall attempt to appoint members from across the COG municipalities and shall attempt not to appoint more than one member from any municipality. However, if there is not a suitable pool of nominees from all municipalities, the TCVCOG Executive Board may appoint multiple members from one municipality.

SECTION 5.05 – REVIEW OF CANDIDATES QUALIFICATIONS

The TCVCOG Managers Advisory Committee shall review all UCC Appeals Board nominees and make a recommendation of appointments to the UCC Appeals Board for Board Members and Alternates.

ARTICLE SIX
TERMS AND TYPES OF MEMBER APPOINTMENTS

Section 6.01 Number of Members on UCC Board. The UCC Board of the TCVCOG shall consist of five persons who shall be standing members, plus two alternate Board Members.

Section 6.02 Appointment of Standing Members. The TCVCOG Executive Board, after receipt and review of recommendations from the Manager's Advisory Committee, shall appoint a total of (5) standing members for initial terms beginning (date) of five (5) years, four (4) years, three (3) years, two (2) years and one (1) year. Thereafter, all appointments shall be for a period of five (5) years in order to achieve one expiring vacancy per year.

SECTION 6.03 APPOINTMENTS AFTER INITIAL TERMS

All terms shall expire on December 31st of the year of expiration. However, Board members will continue to serve until the TCVCOG re-appoints the member or appoints a replacement. The TCVCOG Executive Board, at its first meeting of each calendar year, shall appoint a member to the UCC Appeals Board. The member appointed must possess the qualifications of the member whose term is expiring as per the requirements of the UCC.

SECTION 6.04 APPOINTMENTS IN THE EVENT OF REMOVAL OR RESIGNATION

When a member is removed from the Board or resigns, the TCVCOG Executive Board shall appoint a replacement member at their next regularly scheduled meeting where practicable. The replacement member will serve the remainder of the term of the person he/she replaces and must possess the qualifications of the member who he/she is replacing as per the requirements of the UCC. Nothing shall prevent the naming of an alternate member as a regular member of the Board provided he/she possesses the same qualifications as the Board member being replaced. The replacement member shall not be required to be a resident of the same municipality of the member they are replacing.

ARTICLE SEVEN
APPEALS, VARIANCES AND EXTENSIONS OF TIME

Section 7.01 Petitions by Owners or Owner's Agent. An owner or owner's agent may seek a variance or extension of time or appeal a building code official's decision by filing a petition with the

building code official or other person designed by the UCC Board on a form provided by the municipality and approved by the UCC Board. **All requests for variances, extensions of time or appeals of a building code official's decision shall be filed no later than thirty (30) days after the determination.**

Section 7.02 Filing Date. The postmark date or the date of personal service shall establish the filing date of the appeal and request for variance or extension of time.

Section 7.03 Automatic Suspension of Order to Correct. An appeal or request for variance or extension of time to the UCC Board will automatically suspend an action to enforce an order to correct until the matter is resolved.

Section 7.04 No Stay of Unsafe Building, Structure or Equipment. An action under 34 Pa. Code § 403.84 (relating to unsafe building, structure or equipment) may not be stayed.

Section 7.05 Appeals Without a Request for a Hearing. The UCC Board shall decide an appeal, variance request or request for extension of time by reviewing documents and written brief or argument, unless the owner or owner's agent requests a hearing.

Section 7.06 Appeals With a Request for a Hearing. If the owner or owner's agent requests a hearing, the UCC Board shall schedule a hearing and notify the owner or owner's agent and building code official of the date, time and place of the hearing.

Section 7.07 Written Materials, Plans and Maps. Appellant shall submit to the TCVCOG UCC Board all written materials, drawings, plot plans and maps not less than fourteen (14) days prior to scheduled date of the Municipal Appeal Hearing in such format as requested by the Board.

ARTICLE EIGHT
HEARINGS AND MEETINGS

Section 8.01 Notice. The TCVCOG UCC Board shall schedule meetings and hearing as well as provide notice of the meetings and hearings in accordance with the Pennsylvania Sunshine Act, 65 Pa.C.S. §§ 701-716.

Section 8.02 Hearings on Appeals Within Sixty Days. The UCC Board shall hold a hearing within sixty (60) days from the date of an applicant's request unless the applicant agrees in writing to an extension of time or unless the appellant does not timely file all written materials, drawings, plot plans and maps as required in Section 7.07. The UCC Board shall hold a hearing within 30 days of receipt of a complete application when it involves the construction of a one or two family dwelling.

Section 8.03 Pre-Scheduled Meetings and Hearings. All meetings and hearings of the UCC Board shall be pre-scheduled and advertised annually by the staff of the TCVCOG with the advice and consent of the UCC Board. Meetings and hearings shall be scheduled on a yearly basis and shall be held not less than every sixty (60) days. Special meetings may be scheduled as necessary.

Section 8.04 Quorum to Convene a Meeting or Hearing. A quorum of the UCC Board shall consist of any combination of three (3) members, whether standing members, members-at-large or alternate members. However, only a standing member may convene and chair a meeting or hearing of the UCC Board. Meetings and hearings shall be chaired by the standing member with the most

building trades' experience which shall be determined by the four standing members prior to the meeting or hearing. Five voting members shall be the maximum number of members permitted to hear any appeal hearing. The affirmative vote of a majority of the members present shall rule.

Section 8.05 Representation of Municipality. The municipality in which the variance, extension of time or appeal arose shall have the choice of being represented by their municipal solicitor at the hearing. Representation by its municipal solicitor or other designated legal counsel and the in-house or third party code official(s) whose decision has been appealed, shall be at the choice and cost of that municipality.

Section 8.06 Stenographic Record. A stenographic record shall be made of the hearing. The appearance fee for a stenographer shall be at the expense of the appellant. The cost of the original transcript shall be paid by the Municipality if the transcript is ordered by the Board or shall be paid by the person appealing from the decision of the Board if such appeal is made, and in either event the cost of additional copies shall be paid by the person requesting such copy or copies. In other cases the party requesting the original transcript shall bear the cost thereof.

Section 8.07 Factors to Be Considered in Deciding an Appeal. The UCC Board shall only consider the following factors when deciding an appeal under Section 501(c)(2) of the Act:

1) The true intent of the Act or the Uniform Construction Code was incorrectly interpreted.
2) The provisions of the Act do not apply.
3) An equivalent form of construction is to be used.

Section 8.08 Factors to Be Considered When Ruling upon a Request for Extension of Time or Request for Variance. The UCC Board may consider the following factors when ruling upon a request for extension of time or a request for a variance:

1) The reasonableness of the Uniform Construction Code's application in a particular case.
2) The extent to which the granting of a variance or an extension of time will pose a violation of the Uniform Construction Code or an unsafe condition.
3) The availability of professional or technical personnel needed to come into compliance.
4) The availability of materials and equipment needed to come into compliance.
5) The efforts being made to come into compliance as quickly as possible.
6) Compensatory features that will provide an equivalent degree of protection to the Uniform Construction Code.

This written decision must be rendered within five (5) days of the last hearing on the subject.

Section 8.09 Decisions by the Municipal Board of Appeals. The UCC Board may:

1) Deny the request in whole or in part.
2) Grant the request in whole or in part.
3) Grant the request upon certain conditions being satisfied.

ARTICLE NINE
EXPENSES AND FEES OF THE UCC BOARD

Section 9.01 Payment of fee required. A person upon filing an appeal with the UCC Board shall pay any fee therefore prescribed by the member municipality in which the appeal arises. Additional fees could be incurred above and beyond the application fee which will be billed to the applicant.

Section 9.02 Applicant fees and charges. The owner or owner's agent seeking a variance or extension of time or appealing a building code official's decision to the TCVCOG UCC Board shall pay all Board expenses and costs incurred as a result of the request for a variance, extension of time or appeals of a building code official's decision and associated with the hearing. These expenses and costs shall include but not be limited to legal notices and advertisements, stenographer fees as herein set forth and TCVCOG staff administrative fees.

Section 9.03 Expenses of the UCC Board. The TCVCOG shall budget and pay the necessary expenses of the UCC Board **from the escrow revenues received from the appellant's fees and shall not pay any UCC Board expenses from the TCVCOG General Fund or any other non-related revenue source. All expenses of the UCC Board that are not recovered directly from the appellant shall be charged to the pertinent member municipality or municipalities involved in the appeal and shall be promptly paid without delay to the TCVCOG.**

Section 9.04 Deposit Required by Appellant. In order to offset these expenses and costs, the owner or owner's agent seeking a variance, extension of time or appealing a building code official's decision, shall at the time of the submission of the appeal to the Board, submit a cashier's check, certified check, or money order payable to the TCVCOG in the amount **set annually by the TCVCOG Executive Board and the UCC Board** to offset the necessary expenses and costs to be incurred by the UCC Board.

Section 9.05 Establishment of an Escrow Account. The TCVCOG shall establish and maintain an escrow account for payments received from owners or owners' agents seeking variances, extensions of time or appealing a building code official's decision.

Section 9.06 Costs and Withdrawal of Appeals. If an owner or owner's agent appealing to the TCVCOG UCC Board withdraws an appeal after the review or appeal process has begun, the TCVCOG shall only refund to the owner or the owner's agent those payments exceeding the necessary costs and expenses incurred prior to the withdraw of the appeal, and not more than 50%.

ARTICLE TEN
ADMINISTRATIVE SUPPORT FOR THE UCC BOARD

Section 10.01 Expenses of the UCC Board. The TCVCOG shall budget and pay the necessary expenses of the UCC Board **from the escrow revenues received from the appellant's fees.** The Executive Director of the TCVCOG and the TCVCOG staff shall provide all necessary administrative support required to effectuate the purposes of the UCC Board.

Section 10.02 Payment of Expenses by Participating Municipalities. The TCVCOG shall invoice the participating municipalities **on a prorated bases for all expenses not covered by the appellant's escrow account revenue**.

ARTICLE ELEVEN
TERMINATION OF PARTICIPATION IN THE UCC BOARD

Section 11.01 Termination. Election to participate in the TCVCOG UCC Board may be terminated as set forth in the Intergovernmental Cooperation Agreement between the member municipalities.

ARTICLE TWELVE
AMENDMENT

Section 12.01 Modification of By-Laws. These By-Laws may be altered, amended or repealed by the affirmative vote of two-thirds of all municipalities approving the By-Laws as well as the affirmative vote of two-thirds of the Executive Board of Directors of the TCVCOG.

Section 12.02 Adoption of By-Laws. These By-Laws have been adopted by the participating member municipalities and the Executive Board of Directors of the TCVCOG on the _____ day of _____, 2012.

TOWNSHIP OF WILKINS

RESOLUTION NO. 12-12

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ADOPTING THE BY-LAWS OF THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENTS UNIFORM CONSTRUCTION CODE (UCC) APPEALS BOARD

WHEREAS, the Commissioners of the Township of Wilkins adopted Ordinance No. 1025 on April 9, 2012; and

WHEREAS, Ordinance No. 1025 authorized the Township of Wilkins to enter into an Intergovernmental Cooperation Agreement with the 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.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Wilkins does hereby adopt the By-Laws of the Turtle Creek Valley Council of Governments Uniform Construction Code as attached hereto.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 9th day of April, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

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

Township of Wilkins
110 Peffer Road
Turtle Creek, PA 15145

and

Pennsylvania Municipal Service Company
336 Delaware Avenue
Oakmont, PA 15139

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

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

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

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

(1) Prepare and mail statements and bills for the collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(2) Prepare and mail notices (hereinafter referred to as "Collection Notices") to those taxpayers owing DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(3) Maintain records of all Collection Notices provided to taxpayers, including but not limited to a record documenting the date the Collection Notices are provided to each taxpayer.

(4) Receive all of said tax as well as any interest, penalties, court costs and reasonable costs (as permitted by law and defined herein) levied and imposed by the resolutions and/or ordinances of the TOWNSHIP with respect to said tax.

(5) Deposit and post all payments received in an account. Partial payments will be applied in the following manner; reasonable costs, penalty, interest and tax.

(6) Submit a written report each month, prior to the TOWNSHIP'S regular monthly meetings, identifying the total amount of taxes, penalties, interest, court costs and reasonable costs collected pursuant to this Agreement during the preceding calendar month and year-to-date.

(7) Provide on a regular basis, to be agreed upon by the parties hereto, payment for all amounts due to the TOWNSHIP under this Agreement for the preceding calendar month.

(8) Maintain accurate records showing the amounts received from each delinquent taxpayer and the date any amount is received.

(9) Maintain and preserve all records required by the resolutions and/or ordinances of the TOWNSHIP.

(10) Prepare and furnish any forms, papers, notices or postings necessary for the collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES or required by the resolutions and/or ordinances respecting the assessment, collection, administration, receipt or enforcement of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(11) Initiate and pursue, as it deems appropriate, remedies and procedures prescribed by law, including but not limited to notice and demand, legal action before the local district justice, and wage attachment.

(12) Customer service will be provided by the P.A.M.S. office located in Oakmont between the hours of 9:00 AM – 5:00 PM Monday – Friday, except holidays. In addition, P.A.M.S. will perform all services and furnish all necessary supervision, equipment, facilities, supplies, materials, forms, notices, bankruptcy claims and postage necessary in performance of its obligations under this Agreement.

(13) P.A.M.S. shall obtain and shall provide during the term of this Agreement a surety bond of at least one hundred thousand dollars ($100,000.00) in the name of the TOWNSHIP. A copy of the bond shall be provided to the TOWNSHIP prior to the commencement of this Agreement.

(14) Make use of all powers granted to it by the TOWNSHIP'S resolutions and/or ordinances in order to ensure the efficient assessment and maximum collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(15) Any information gained by P.A.M.S. or any employee or agent of P.A.M.S. as a result of an audit, declaration, return, report, investigation, hearing or verification shall be confidential tax information. The TOWNSHIP shall not be responsible for any breach of confidentiality by P.A.M.S. or any employee or agent of P.A.M.S.

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

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

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

4. All amounts collected by P.A.M.S., including Reasonable Costs and expenses due to P.A.M.S. shall be collected by P.A.M.S. and paid to the TOWNSHIP. P.A.M.S. shall thereafter provide the TOWNSHIP 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 TOWNSHIP shall remit payment of any undisputed amounts within sixty (60) days from the date of the invoice.

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

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

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

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

EIGHTH: The term of this Agreement shall be for a period of three years commencing January 1, 2012 and ending December 31, 2014, at which time this Agreement will automatically terminate. In the event that P.A.M.S. defaults on any of its obligations under this Agreement, the TOWNSHIP shall provide written notice specifying the alleged default. In the event that P.A.M.S. does not diligently cure such default within fifteen (15) days of said notice, the TOWNSHIP may terminate this Agreement by forwarding written notice of termination to P.A.M.S. If the default cannot be cured within ten (10) days of the written notice provided by the TOWNSHIP, the cure period may be extended at the TOWNSHIP'S sole discretion. Obligations of the TOWNSHIP to P.A.M.S. shall cease as of the day of the notice of termination.

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

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION No.: 13-2012

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Wilkins does hereby approve the Agreement with Pennsylvania Municipal Services; and

BE IT FURTHER RESOLVED, that the Board of Commissioners authorizes the appropriate individuals to execute necessary the documents to appoint Pennsylvania Municipal Services as Delinquent (2011 Tax year and prior) Earned Income Tax Collector.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 9th day of April, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION No.: 14-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE PROPER OFFICERS TO CEASE BILLING THE PROPERTIES LOCATED AT 200, 201 AND 300 DOROTHY STREET AS IT HAS BEEN CONCLUSIVELY DETERMINED THAT THESE PROPERTIES ARE BEING SERVICED BY THE BOROUGH OF CHALFANT FOR THE PURPOSES OF SANITARY SEWAGE CONVEYANCE.

WHEREAS, it has come to the attention of the Township of Wilkins that properties located at 200, 201 and 300 Dorothy Street known as "Highland Manor" are receiving sanitary sewer conveyance services exclusively from the Borough of Chalfant; and

WHEREAS, the Township of Wilkins has been invoicing said properties for sanitary sewer conveyance through its agent, the Wilkinsburg Penn Joint Water Authority (WPJWA) as they are located in the Township of Wilkins; and

WHEREAS, the parties have agreed that the Township shall from this day forward cease billing the aforesaid properties for sanitary sewage conveyance; and

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins commencing from the date of this Resolution as follows:

Section 1. The Township of Wilkins shall no longer invoice properties located at 200, 201 and 300 Dorothy Street identified as Highland Manor for the purpose of sanitary sewage conveyance.

Section 2. These properties currently receive sanitary sewer conveyance service from the Borough of Chalfant.

Section 3. The Borough of Chalfant shall from this day forward commence billing the aforesaid properties as Chalfant customers. The billing of these properties shall be consistent with the current Borough of Chalfant user fee for sanitary sewage collection.

Section 4. Any resolution or part of a resolution in conflict herewith is hereby repealed.

RESOLVED this 30th Day of April, 2012 by the Board of Commissioners of the Township of Wilkins.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION No.: 15-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, IN SUPPORT OF THE LAWSUIT FILED IN THE COMMONWEALTH COURT OF PENNSYLVANIA, DOCKET NO. 284-MD-2012, IN OPPOSITION TO ACT 13.

WHEREAS, on February 14, 2012, Pennsylvania Governor Thomas W. Corbett signed HB 1950 into law as Act 13, amending the Pennsylvania Oil and Gas Act to establish, in part, a one-size-fits-all zoning scheme for oil and gas development that applies to every zoning district in every political subdivision in Pennsylvania; and

WHEREAS, the Commonwealth of Pennsylvania, through enactment of the Municipalities Planning Code, vested local government with the police power to establish zoning districts, and did so in recognition of the fact that to be constitutional, zoning must reflect the uniqueness of each community; and

WHEREAS, municipalities have established multiple zoning districts to provide for certain, limited types of uses, to ensure that development of land within each district was of the same general character, in order to protect the health, safety, morals, and welfare of the community; and

WHEREAS, we believe that Act 13 improperly restricts local municipal zoning regulations, and as such, is detrimental to all local governments and to those who reside in Pennsylvania's 2,661 municipalities; and

WHEREAS, Act 13 thrusts upon municipalities the mandate that industrial uses be allowed in residential, agricultural, resource protection and commercial zones, frustrating the constitutional rationale for creation of separate zones; and

WHEREAS, the Board of Commissioners of the Township of Wilkins supports the lawsuit filed in the Commonwealth Court of Pennsylvania, Docket No. 284-MD-2012, and hereby provides that it is in opposition to Act 13.

NOW, THEREFORE BE IT RESOLVED that the Township of Wilkins does hereby, by enactment of this Resolution, declare that:

> The Township of Wilkins is opposed to Act 13. Act 13 unlawfully removes the ability of affected local governments located within the Commonwealth to promulgate appropriate legislation to protect the health, safety, and welfare of its citizens. We are opposed to the allowance of industrial uses in residential areas that would negatively impact our local government's interests and concerns, as permitted by Act 13.
>
> We believe that Act 13 violates both the Pennsylvania and U.S. Constitutions, creating a zoning scheme that superseded the protections local officials are sworn to uphold; the health, safety and welfare of its residents.

BE IT FURTHER RESOLVED that the Township of Wilkins joins with many other municipalities and local elected officials in their opposition to the passage of Act 13 and conveys to the State Assembly opposition to the stripping of local zoning and planning authority from affected local governments. We therefore endorse and support the efforts of the municipalities challenging the validity of Act 13, Cecil Township, Mount Pleasant Township, Nockamixon Township, Peters Township, Robinson Township, South Fayette Township and Yardley Borough.

RESOLVED AND ENACTED this 30th day of April, 2012, by the Board of Commissioners of the Township of Wilkins in this lawful session regularly assembled.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 16-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DECLARING CERTAIN PROPERTIES LOCATED IN THE TOWNSHIP OF WILKINS AS SLUM AND BLIGHT.

WHEREAS, there are several vacant and dilapidated structures located within the Township of Wilkins; and

WHEREAS, such structures constitute a health and safety hazard to our residents; and

WHEREAS, such structures identified for demolition will undergo condemnation proceedings outlined within local ordinances and are in declaration of the property as a public nuisance and as being in a hazardous or dangerous condition; and

WHEREAS, Allegheny County Department of Economic Development, through the CDBG Program has funds available for the removal of such structures; and

WHEREAS, the Township of Wilkins is desirous of obtaining such funds; and

WHEREAS, because of physical condition or use, 687 Negley Avenue, 172 Churchill Lane, 245 Harrison Road and 255 Harrison Road are regarded as a public nuisances at common law and have been declared a public nuisance in accordance with local housing, building, plumbing, fire and related codes; and

WHEREAS, all four of these structures, because of physical condition, use or occupancy, are considered an attractive nuisance to children (including but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences or structures); and

WHEREAS, all four of these structures, because they are dilapidated, unsanitary, unsafe, vermin-infested or lacking the facilities and equipment required by the housing code of the Municipality, have been designated by the department responsible for enforcement of the code as unfit for human habitation; and

WHEREAS, these four structures are a fire hazard, or otherwise dangerous to the safety of person or property; and

WHEREAS, utilities, plumbing, heating, sewerage or other facilities have been disconnected, destroyed, removed, or rendered ineffective from these structures, so that the structure is unfit for its intended use; and

WHEREAS, these structures are unoccupied and have been tax delinquent for a period of more than two years.

NOW THEREFORE, BE IT RESOLVED, this 21st day of May, 2012, that the Township of Wilkins determines and declares that such structures individually and collectively constitute blighted property in the municipality as defined by the Urban Redevelopment Law (1945, May 24, P.L. 991; 1978, June 23, P.L. 556, No. 94; as amended, 1988, March 30, P.L. 304, No. 39; and

RESOLVED AND ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 21st day of May, 2012.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 17-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Economic Development under the Federal Housing and Community Development Act as amended.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that the Township of Wilkins does hereby formally request a grant from the Department of Economic Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Amanda Settelmaier, Turtle Creek Valley Council of Governments, as the official to file all applications, documents, and forms between the Turtle Creek Valley Council of Governments and the Allegheny County Department of Economic Development.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED that the Township of Wilkins will assure, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 21th day of May, 2012.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS
RESOLUTION NO. 18-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ACKNOWLEDGING AND AUTHORIZING THE PARTICIPATION OF THE WILKINS TOWNSHIP POLICE DEPARTMENT IN A JOINT DUI ENFORCEMENT PROGRAM KNOWN AS THE EAST HILLS DUI TASK FORCE AND FURTHER AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT

WHEREAS, by Resolution 03-2004 adopted April 12, 2004, the Board of Commissioners of the Township of Wilkins authorized the Wilkins Township Police Department to participate in a joint DUI enforcement program with the Boroughs of Churchill, Forest Hills, Plum and White Oak; the Municipalities of Monroeville and Penn Hills; and the Township of North Versailles; and

WHEREAS, it is the desire of said municipalities to execute an updated Municipal Police Cooperative Agreement authorizing their respective police departments to engage in the aforesaid joint DUI enforcement program, said updated agreement to include the Borough of Oakmont in addition to the other municipalities herein named.

NOW, THEREFORE, the Commissioners of the Township of Wilkins, in meeting assembled, resolve as follows:

SECTION I: The Wilkins Township Police Department is hereby authorized to participate in a joint DUI enforcement program with the Boroughs of Churchill, Forest Hills, Plum and White Oak; the Municipalities of Monroeville and Penn Hills; and the Township of North Versailles.

SECTION II: The proper officers of the Township are authorized and directed to execute a Township Police Cooperative Agreement in the form read at this meeting, a copy is attached hereto, and incorporated in this Resolution.

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 11th day of June, 2012.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley, Manager

The East Hills DUI Task Force
Municipal Police Cooperative Agreement

This Agreement, made this _____ day of June, 2012 among the municipalities of Plum Borough, Monroeville, White Oak Borough, North Versailles Township, Wilkins Township, Oakmont Borough, Penn Hills and Forest Hills Borough witnesseth that:

Whereas, the respective municipalities are authorized by law to enter into a joint contract for mutual police aid and assistance; and

Whereas, increasing population and the common problem of driving under the influence have tended to obliterate municipal boundaries in enforcement of the laws in Allegheny County, Commonwealth of Pennsylvania; and

Whereas, there is an urgent need for uniformity and continuity in the enforcement of such laws in Allegheny County; and

Whereas, Allegheny County is an area of several police forces, each operating independently; and

Whereas, police officials of the aforementioned communities have manifested a genuine interest in safer communities through improved police service; and

Whereas, the aforementioned municipalities have determined that the provision of Mutual Police Aid across jurisdictional lines will increase their ability to enforce the driving under the influence laws and to preserve the safety and welfare of the entire area; and

Whereas, those same police officials desire a functional police program that contains the components of good police service; and

Whereas, it is desired by the signatory municipalities to enter into an agreement for the purpose of having available for use throughout the territorial limits of all municipalities signing this mutual, joint agreement, the services of police employed by any and all of the said municipalities, under the conditions set forth and in compliance with Municipal Police Jurisdiction 42 PA C.S.A; and

Whereas, cooperation among municipalities is the exercise and performance of their governmental powers, duties and functions and are authorized by the various acts of the General Assembly, to wit: 42 PA C.S.A., et al; and

Now therefore, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

1. That all municipal boundaries of parties entering this agreement shall remain in full force and effect with the understanding and agreement that police officers of the signatory municipalities shall have all the powers and authorities conferred by law on the police in whatever municipality they may be involved. [42 PA C.S.A. 8953(a)(4)]

2. That the signatory municipalities have established a municipal DUI task force program to coordinate DUI enforcement and prosecution activities.

3. The municipalities intend to participate in and use a necessary part of these DUI activities.

4. Any employee of a party to this agreement shall remain an employee of his or her employer for the purpose of any activity under this agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment except as provided herein.

5. That each participating municipality shall, by becoming a signatory of this agreement, waive any and all claims against all other participating municipalities hereto which may arise out of their officers police activities outside their respective jurisdictions while rendering police services under this agreement.

6. That each municipality shall save harmless other municipalities to this agreement from all claims by third parties suits, damages and losses, including costs, expenses and attorney fees incident to or resulting from any injury to any person or damage to property which may arise out of the rendering of police services under this agreement; and further that public liability insurance for both bodily injury and property damage liability covering police vehicles while on duty in the territorial limits of any of the participating municipalities shall be obtained by the individual signatory municipalities.

7. The parties hereto agree that any participating municipality may withdraw at any time from the within agreement providing for joint police services, by giving notice in writing to each of the other municipalities which are parties to the within agreement.

8. The parties hereto agree that the terms of this agreement shall be consistent with availability through a grant furnished by the Pennsylvania Department of Transportation, and furthermore that this agreement shall become null and void upon expiration of said funds.

In witness whereof, the parties hereto have caused this agreement to be executed by its authorized officer or officers thereon the day and year first above written.

ATTEST: Wilkins Township Police Department

Rebecca Bradley

Rebecca Bradley, Manager

E A Krancic

Ed Krancic, Chief of Police

Date: 6/18/12

TOWNSHIP OF WILKINS

RESOLUTION No.: 19-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NO. 13-2012 WHICH ACCEPTED AND ADOPTED THE COLLECTION AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND PENNSYLVANIA MUNICIPAL SERVICES (PAMS) FOR THE COLLECTION OF DELINQUENT (2011 TAX YEAR AND PRIOR) EARNED INCOME TAXES.

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

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

WHEREAS, by adoption of Resolution No. 13-2012 on April 9, 2012, the Board of Commissioners authorized the execution of a contract; and

WHEREAS, PAMS has requested two modifications to the contract, as follows: 1) The amount of the bond required in "SECOND," Paragraph (13) to be reduced from $100,000 to $25,000; and 2) The method of collection and payment to the Township under "THIRD," Paragraph 4 be amended to permit PAMS to only forward those revenues that belong to the Township to the Township, instead of remitting all payments and then invoicing the Township.

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

.**RESOLVED AND ADOPTED** at a duly assembled public meeting held this 9th day of July, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

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

Township of Wilkins
110 Peffer Road
Turtle Creek, PA 15145

and

Pennsylvania Municipal Service Company
336 Delaware Avenue
Oakmont, PA 15139

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

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

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

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

(1) Prepare and mail statements and bills for the collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(2) Prepare and mail notices (hereinafter referred to as "Collection Notices") to those taxpayers owing DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(3) Maintain records of all Collection Notices provided to taxpayers, including but not limited to a record documenting the date the Collection Notices are provided to each taxpayer.

(4) Receive all of said tax as well as any interest, penalties, court costs and reasonable costs (as permitted by law and defined herein) levied and imposed by the resolutions and/or ordinances of the TOWNSHIP with respect to said tax.

(5) Deposit and post all payments received in an account. Partial payments will be applied in the following manner; reasonable costs, penalty, interest and tax.

(6) Submit a written report each month, prior to the TOWNSHIP'S regular monthly meetings, identifying the total amount of taxes, penalties, interest, court costs and reasonable costs collected pursuant to this Agreement during the preceding calendar month and year-to-date.

(7) Provide on a regular basis, to be agreed upon by the parties hereto, payment for all amounts due to the TOWNSHIP under this Agreement for the preceding calendar month.

(8) Maintain accurate records showing the amounts received from each delinquent taxpayer and the date any amount is received.

(9) Maintain and preserve all records required by the resolutions and/or ordinances of the TOWNSHIP.

(10) Prepare and furnish any forms, papers, notices or postings necessary for the collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES or required by the resolutions and/or ordinances respecting the assessment, collection, administration, receipt or enforcement of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(11) Initiate and pursue, as it deems appropriate, remedies and procedures prescribed by law, including but not limited to notice and demand, legal action before the local district justice, and wage attachment.

(12) Customer service will be provided by the P.A.M.S. office located in Oakmont between the hours of 9:00 AM – 5:00 PM Monday – Friday, except holidays. In addition, P.A.M.S. will perform all services and furnish all necessary supervision, equipment, facilities, supplies, materials, forms, notices, bankruptcy claims and postage necessary in performance of its obligations under this Agreement.

(13) P.A.M.S. shall obtain and shall provide during the term of this Agreement a surety bond of at least twenty-five thousand dollars ($25,000.00) in the name of the TOWNSHIP. A copy of the bond shall be provided to the TOWNSHIP prior to the commencement of this Agreement.

(14) Make use of all powers granted to it by the TOWNSHIP'S resolutions and/or ordinances in order to ensure the efficient assessment and maximum collection of the DELINQUENT (2011 Tax Year and Prior) EARNED INCOME TAXES.

(15) Any information gained by P.A.M.S. or any employee or agent of P.A.M.S. as a result of an audit, declaration, return, report, investigation, hearing or verification shall be confidential tax information. The TOWNSHIP shall not be responsible for any breach of confidentiality by P.A.M.S. or any employee or agent of P.A.M.S.

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

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

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

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

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

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

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

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

EIGHTH: The term of this Agreement shall be for a period of three years commencing January 1, 2012 and ending December 31, 2014, at which time this Agreement will automatically terminate. In the event that P.A.M.S. defaults on any of its obligations under this Agreement, the TOWNSHIP shall provide written notice specifying the alleged default. In the event that P.A.M.S. does not diligently cure such default within fifteen (15) days of said notice, the TOWNSHIP may terminate this Agreement by forwarding written notice of termination to P.A.M.S. If the default cannot be cured within ten (10) days of the written notice provided by the TOWNSHIP, the cure period may be extended at the TOWNSHIP'S sole discretion. Obligations of the TOWNSHIP to P.A.M.S. shall cease as of the day of the notice of termination.

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

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia Martinelli

Sylvia Martinelli, President

TOWNSHIP OF WILKINS

RESOLUTION No.: 20-2012

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, URGING THE PENNSYLVANIA GENERAL ASSEMBLY TO REFORM ACT 111 – THE POLICEMEN AND FIREMENS COLLECTIVE BARGAINING ACT

WHEREAS, the Policemen and Firemen Collective Bargaining Act of 1968, also referred to as Act 111 provides binding interest arbitration to police and fire union personnel in exchange for not being allowed to strike; and

WHEREAS, Act 111, when first enacted in 1968, provided an avenue for enhanced benefits to public safety union personnel to make up for a lower public pay scale; and

WHEREAS, over the last 43 years, both pay and benefits for public safety personnel have increased to the point where they are at unsustainable levels; and

WHEREAS, municipal taxpayers shoulder the burden of public safety expenses through payment of the real property and earned income taxes; and

WHEREAS, in some municipalities, there is not enough tax revenue to cover the cost of public safety expenses, let alone all other service expenses; and

WHEREAS, Act 111 has not been evaluated or amended by the Pennsylvania General Assembly since its inception in 1968; and

WHEREAS, Senate Bill 1570 introduced in 2012 by Senator Jane Earll (R-Erie) seeks to amend Act 111 in a fair and meaningful manner without eliminating the rights of public safety personnel to collectively bargain; and

WHEREAS, Senate Bill 1570 will make the Act 111 collective bargaining process more fair to municipalities and their taxpayers and help to balance the current and future costs.

THEREFORE, BE IT RESOLVED, that the Township of Wilkins supports meaningful and common sense reforms to Act 111 that will result in an affordable and stable public safety workforce.

AND BE IT FURTHER RESOLVED that the Township of Wilkins supports Senate Bill 1570 and urges the General Assembly's consideration and passage of this important and timely legislation.

.**RESOLVED AND ADOPTED** at a duly assembled public meeting held this 10th day of September, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

Legislative Detail: PA Senate Bill 1570 - 2011-2012 Regular Session

Status

View latest bill text (Introduced) [HTML]

Pending Senate Local Government Committee

August 16 2012 - Referred to LOCAL GOVERNMENT

Summary

An Act amending the act of June 24, 1968 (P.L.237, No.111), referred to as the Policemen and Firemen Collective Bargaining Act, further providing for right to enter into collective bargaining, for duty to exert reasonable effort to settle, for date for collective bargaining to commence, for appointment of board of arbitration, for powers of arbitrators, for determination of board of arbitration and for costs and expenses; and making editorial changes.

Title

Further providing for right to enter into collective bargaining, for duty to exert reasonable effort to settle, for date for collective bargaining to commence, for appointment of board of arbitration, for powers of arbitrators, for determination of board of arbitration and for costs and expenses; and making editorial changes.

Sponsors

Sen Browne | Sen Earll | Sen Eichelberger | Sen Folmer

Sen Piccola | Sen Waugh

History

2012-08-16 - Referred to LOCAL GOVERNMENT

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PRINTER'S NO. 2366

THE GENERAL ASSEMBLY OF PENNSYLVANIA

SENATE BILL

No. 1570 Session of 2012

INTRODUCED BY EARLL, EICHELBERGER, WAUGH, PICCOLA AND BROWNE, AUGUST 16, 2012

REFERRED TO LOCAL GOVERNMENT, AUGUST 16, 2012

AN ACT

1 Amending the act of June 24, 1968 (P.L.237, No.111), entitled
2 "An act specifically authorizing collective bargaining
3 between policemen and firemen and their public employers;
4 providing for arbitration in order to settle disputes, and
5 requiring compliance with collective bargaining agreements
6 and findings of arbitrators," further providing for right to
7 enter into collective bargaining, for duty to exert
8 reasonable effort to settle, for date for collective
9 bargaining to commence, for appointment of board of
10 arbitration, for powers of arbitrators, for determination of
11 board of arbitration and for costs and expenses; and making
12 editorial changes.

13 The General Assembly of the Commonwealth of Pennsylvania
14 hereby enacts as follows:

15 Section 1. Section 1 of the act of June 24, 1968 (P.L.237,
16 No.111), referred to as the Policemen and Firemen Collective
17 Bargaining Act, is repealed:

18 [Section 1. Policemen or firemen employed by a political
19 subdivision of the Commonwealth or by the Commonwealth shall,
20 through labor organizations or other representatives designated
21 by fifty percent or more of such policemen or firemen, have the
22 right to bargain collectively with their public employers
concerning the terms and conditions of their employment,

1 including compensation, hours, working conditions, retirement,
pensions and other benefits, and shall have the right to an
adjustment or settlement of their grievances or disputes in
4 accordance with the terms of this act.]
5 Section 2. The act is amended by adding sections to read:
6 Section 1.1. Short title.
7 This act shall be known and may be cited as the Policemen and
8 Firemen Collective Bargaining Act.
9 Section 1.2. (Reserved).
10 Section 1.3. Right to bargain collectively.
11 (a) General rule.--Except as otherwise provided in
12 subsection (b), policemen or firemen employed by a political
13 subdivision of the Commonwealth or by the Commonwealth shall,
14 through labor organizations or other representatives designated
by 50% or more of its active members, have the right to bargain
collectively with their public employers concerning the terms
17 and conditions of their employment, including compensation,
18 hours, working conditions, retirement, pensions and other
19 benefits, and shall have the right to a settlement of their
20 grievances or disputes in accordance with the terms of this act.
21 (b) Exception.--Where there are one or two active members,
22 then the labor organization or other representative must be
23 designated by, as the case may be, one or both of the active
24 members.
25 (c) Restriction.--Under no circumstances shall
26 postretirement health or pension benefits that are not
27 statutorily required or any other term or condition of
employment that is specifically exempted from collective
bargaining be considered a term of condition of employment

(1) Removes post-retirement healthcare & pension benefits from bargaining

subject to collective bargaining under this act.

Section 3. Sections 2, 3, 4, 5, 6, 7 and 8 of the act are amended to read:

Section 2. [It shall be the duty of public] Duty to exert reasonable effort to settle.

(a) General rule.--Public employers and their policemen and firemen employes [to] shall exert every reasonable effort to settle all disputes by engaging in collective bargaining in good faith and by entering into settlements by way of written agreements and maintaining the same.

(b) Noncompliance.--If a public employer or a bargaining unit composed of police or fire personnel fails to meet and bargain in good faith, such party shall be subject to an unfair labor practice charge, the jurisdiction over which shall lie in the Pennsylvania Labor Relations Board. A party that fails to meet and bargain in good faith, as determined by the Pennsylvania Labor Relations Board, shall be prohibited from engaging in arbitration under this act until it satisfies its good faith bargaining obligation.

(New paragraph) PLRB-unfair labor practice charge (Problem: Good faith not defined)

Section 3. Date for collective bargaining to commence.

Collective bargaining shall begin at least [six] ten months before the start of the fiscal year of the political subdivision or of the Commonwealth, as the case may be, and any request for arbitration, as hereinafter provided, shall be made at least [one hundred ten] 180 days before the start of said fiscal year.

Changes date for initiation of bargaining from June to March/Feb

Section 4. Appointment of board of arbitration.

(a) Right to request.--

(1) If in any case of a dispute between a public

employer and its policemen or firemen employes the collective
29 bargaining process reaches an impasse and stalemate, or if
the appropriate lawmaking body does not approve the agreement

1 reached by collective bargaining, with the result that [said]
2 the employers and employes are unable to effect a settlement,
3 then either party to the dispute, after written notice to the
4 other party containing specifications of the issue or issues
5 in dispute, may request the appointment of a board of
6 arbitration.
7 (2) For purposes of this section, an impasse or
8 stalemate shall be deemed to occur in the collective
9 bargaining process if the parties do not reach a settlement
10 of the issue or issues in dispute by way of a written
11 agreement within [thirty] 60 days after collective bargaining
proceedings have been initiated.

Increase from 30 to 60 days to define when an impasse/stalemate occurs.

13 (3) In the case of disputes involving political
14 subdivisions of the Commonwealth, the agreement shall be
15 deemed not approved within the meaning of this section if it
16 is not approved by the appropriate lawmaking body within one
17 month after the agreement is reached by way of collective
18 bargaining.
19 (4) In the case of disputes involving the Commonwealth,
20 the agreement shall be deemed not approved within the meaning
21 of this section if it is not approved by the [Legislature]
22 General Assembly within [six months] 180 days after the
23 agreement is reached by way of collective bargaining.
24 (b) Composition.--
(1) The board of arbitration shall be composed of three
26

persons, one appointed by the public employer, one appointed
27 by the body of policemen or firemen involved, and a neutral
third [member] arbitrator to be agreed upon by the public
29 employer and such policemen or firemen. The members of the
30 board representing the public employer and the policemen or

1 firemen shall be named within five days from the date of the
2 request for the appointment of such board.
3 (2) If, after a period of ten days from the date of the
4 appointment of the two arbitrators appointed by the public
5 employer and by the policemen or firemen, the neutral third
6 arbitrator has not been selected by them, then, within five ← DECREASES ~~ADDS A~~ TIME LIMIT - CURRENTLY 10 DAYS
7 days, either arbitrator may request the American Arbitration
8 Association, or its successor in function, to furnish a list
9 of [three members of said association] seven members who are ← INCREASES SELECTION POOL
residents of Pennsylvania from which the neutral third
11 arbitrator shall be selected. [The arbitrator appointed by
12 the public employer shall eliminate one name from the list
13 within five days after publication of the list, following
14 which the arbitrator appointed by the policemen or firemen
15 shall eliminate one name from the list within five days
16 thereafter. The individual whose name remains on the list
17 shall be the third arbitrator and shall act as chairman of
18 the board of arbitration.]
19 (3) In the case of a political subdivision, the American
20 Arbitration Association, or its successor in function, shall
21 publish a list, where a list has been requested as provided
22 in paragraph (2), that contains the names of seven
arbitrators. One of the names on the list, if feasible and
24

NEW - REQUIRES ONE (ON LIST) ARBITRATOR TO BE A RESIDENT OF THE MUNI, COUNTY OR CONTIGUOUS COUNTY.

practical, shall be a resident of the municipality, county or
25 a county contiguous to the county in which the public
employer is located.
27 (4) Starting with the arbitrator appointed by the labor
28 organization or representative of the policemen or firemen
29 and then the arbitrator appointed by the employer, each
30 arbitrator shall engage in alternate strikes of arbitrator

CHANGES STRIKING ORDER. MUNI USED TO GO 1ST.

1 names from the list until only one arbitrator name remains on
2 the list. The remaining arbitrator name shall become the
3 neutral third arbitrator. The neutral third arbitrator shall
4 serve as chair of the board of arbitration. This process
5 shall be completed within ten days after publication of the
6 list.
7 (5) The board of arbitration [thus] established shall
commence the arbitration proceedings within ten days after
9 the neutral third arbitrator is selected and shall make its
10 determination within [thirty] 60 days after the appointment
11 of the neutral third arbitrator.

Changes final determination date to 60 days from 30.

12 Section 5. Service of notice.
13 Notice by the policemen or firemen involved under section 4
14 shall, in the case of disputes involving the Commonwealth, be
15 served upon the Secretary of the Commonwealth and, in the case
16 of disputes involving political subdivisions of the
17 Commonwealth, shall be served upon the head of the governing
18 body of the local governmental unit involved.
19 Section 6. Powers of arbitrators.
20 (a) General rule.--Each of the arbitrators selected in
accordance with section 4 [hereof] shall have the power to
22

administer oaths and compel the attendance of witnesses and
23 physical evidence by subpoena.

(b) Open meetings and public records.--

25 (1) Except as otherwise provided under paragraph (2),
26 any hearing at which evidence of record is presented by any
27 party or witness under this act shall be open to the public
28 and all documents and evidence of record submitted by any
29 party at such public hearing shall be public records subject
30 to the act of February 14, 2008 (P.L.6, No.3), known as the

Makes evidence presented public record

Makes hearing public.

1 Right-to-Know Law. A stenographic recording shall be made of
2 any such hearing.

3 (2) Paragraph (1) shall not apply to a bargaining
4 session, executive session or other meeting between the
5 arbitrators and conducted before or after the hearing.

Currently, arbitrators use tape recorders, not stenographers (Problem - Increases costs)

Section 7. Determination of board of arbitration.

7 (a) Finality.--

8 (1) The determination of the majority of the board of
9 arbitration thus established shall be final on the issue or
10 issues in dispute and shall be binding upon the public
11 employer and the policemen or firemen involved. Such
12 determination shall be in writing and a copy thereof shall be
13 forwarded to both parties to the dispute. [No appeal
14 therefrom shall be allowed to any court. Such determination
15 shall constitute a mandate to the head of the political
16 subdivision which is the employer, or to the appropriate
17 officer of the Commonwealth if the Commonwealth is the
18 employer, with respect to matters which can be remedied by
19 administrative action, and to the lawmaking body of such
20

political subdivision or of the Commonwealth with respect to
21 matters which require legislative action, to take the action
necessary to carry out the determination of the board of
23 arbitration.]
24 (2) No appeal may be taken from the determination of the
25 board of arbitration to any court, except for any of the
26 following reasons:
27 (i) The board of arbitration exceeded its powers and
28 duties.
29 (ii) The board of arbitration issued an award that
30 requires an unconstitutional act or results in the

1 deprivation of a constitutional right.
2 (iii) The proceedings were irregular.
3 (iv) The board of arbitration exceeded its
jurisdiction.
5 (v) The board of arbitration failed to include in
6 its determination:
7 (A) A detailed explanation that is supported by
8 substantial evidence, which must be evidence of
9 record submitted at the hearing and before the close
10 of the record, that justifies each provision of the
11 determination and explains that each provision is
12 based on evidence of record and that identifies the
13 evidence of record.
14 (B) The calculations that are correctly based on
15 the criteria under subsection (a.1).
16 (a.1) Required criteria.--
(1) The board of arbitration shall formulate, its award
18

Requires a decision supported by substantial evidence & allows for new appeal "powers"

based on the total new costs, in any year of the award. The
19 total new costs may not exceed the positive percentage change
in the Consumer Price Index for All Urban Consumers (CPI-U)
21 as published by the United States Department of Labor, Bureau
22 of Labor Statistics, or its successor, for the period June to
23 June contained within the immediately preceding two years
24 prior to the first year of the award, and any increase in
25 total new costs may not exceed three percent.
26 (2) The CPI-U analysis shall be performed and based on a
27 calculation of all of the combined total new costs in each
28 individual provision in the award, including any automatic
29 increase in the costs of terms and conditions of employment
30 that existed prior to the award, and shall be calculated as a

Only permits Total New Costs that do not exceed the positive percentage change in the CPI-U

1 percentage of the preexisting base rate of a policeman or
fireman having five years of experience in the relevant
3 municipality.
4 (3) For purposes of this subsection, the term "total new
5 costs" shall include any increase in the costs of the terms
6 and conditions of employment that existed prior to the award,
7 the cost of all new wages or wage increases and other forms
8 of direct, indirect and deferred compensation contained in
9 the award or that existed prior to the award; the cost of the
10 annual funding for all postretirement benefits, including
11 pension and health care benefits based on Statement 45, or
12 its successor, of the Government Accounting Standards Board;
13 and any other costs associated with complying with the award
14 which requires the direct or indirect expenditure of public
funds, including any grants and donations from any source.
16

The award shall include a calculation establishing that this
17 requirement is satisfied based on the evidence of record
provided during the hearing and executive session process. In
19 averaging the costs of the award with respect to costs for
20 any year encompassed by the award for which such increase may
21 not be known at the time the award is issued, for example,
22 the cost for all forms of insurance or annual pension costs,
23 the board of arbitration shall make a good faith estimate
24 projection based on existing facts and historical increases
25 known at the time when the award is issued.
26 (a.2) Prohibition.--A board of arbitration may not include
27 in any award, determination or settlement and shall be required
28 to remove from any existing collective bargaining agreement or
29 pension plan ordinance any pension benefit or provision that has
30 been found to be or defined as either unauthorized, unlawful or

1 excessive by the Department of the Auditor General or any court
2 of law. Should the Department of the Auditor General or any
3 court of law make any such finding during the term of any
4 collective bargaining agreement, such provision shall be deemed
5 removed by the parties to the collective bargaining agreement
6 and such pension benefit or provision shall be null and void.
7 (b) Matters requiring legislation.--With respect to matters
8 which require legislative action for implementation, such
9 legislation shall be enacted, in the case of the Commonwealth,
10 within [six months] 180 days following publication of the
11 findings, and, in the case of a political subdivision of the
12 Commonwealth, within [one month] 30 days following publication
13 of the findings. The effective date of any such legislation
14

shall be the first day of the fiscal year following the fiscal
15 year during which the legislation is [thus] enacted.
Section 8. Costs and expenses.
17 [The compensation, if any, of the arbitrator appointed by the
18 policemen or firemen shall be paid by them. The compensation of
19 the other two arbitrators, as well as all stenographic and other
20 expenses incurred by the arbitration panel in connection with
21 the arbitration proceedings, shall be paid by the political
22 subdivision or by the Commonwealth, as the case may be.]
23 (a) General rule.--The public employer and the policemen or
24 firemen employed by the public employer who are engaged in the
25 collective bargaining shall bear the costs of their respective
26 appointed arbitrators, witnesses, including any actuary or
27 expert witness, and attorneys in any arbitration proceeding.
28 (b) Neutral third arbitrator and other expenses.--The
reasonable fees and costs billed by or associated with the
30 neutral third arbitrator and the stenographic and other expenses
20120SB1570PN2366 - 10 -

1 incurred by the board of arbitration in connection with the
2 arbitration proceedings or incurred as a result of or associated
3 with the arbitration proceedings shall be divided. One-half of
4 such fees and costs shall be paid by the public employer and
5 one-half shall be paid by the policemen and firemen who are
6 engaged in the collective bargaining.

Provides for cost sharing. Current Act requires Twp to cover cost of neutral.

7 Section 4. The act is amended by adding a section to read:
8 Section 8.1. Construction.
9 Any reference to a determination of the board of arbitration
10 or award in this act shall be construed as a final and binding
arbitration award, determination or settlement by a board of
12

arbitrators that was issued pursuant to this act prior to the
13 effective date of this section and to any other law that
mandates binding interest arbitration to determine the terms and
15 conditions of employment for any public employer.
16 Section 5. Sections 9, 10, 11 and 12 of the act are amended
17 to read:
18 Section 9. Applicability.
19 The provisions of this act shall be applicable to every
20 political subdivision of this Commonwealth notwithstanding the
21 fact that any such political subdivision, either before or after
22 the passage of this act, has adopted or adopts a home rule
23 charter.
24 Section 10. Severability.
25 If any provision of this act or the application thereof to
26 any person or circumstances is held invalid, the remainder of
this act and the application of such provision to other persons
28 or circumstances, shall not be affected thereby, and to this end
29 the provisions of this act are declared to be severable.
30 Section 11. Inconsistent repeals.

1 All acts or parts of acts inconsistent herewith are hereby
2 repealed.
3 Section 12. Effective date.
4 This act shall take effect immediately.
5 Section 6. This act shall take effect in 60 days.

TOWNSHIP OF WILKINS

RESOLUTION NO. 20A-12

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYVLANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC for the Dowling Street Area Sanitary Sewer Replacement Project.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of October, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 21-12

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYVLANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC for the Linhart Area Sewer Separation Project.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8th day of October, 2012.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 1-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPOINTING ROBERT J. TOMASIC AS AUDITOR FOR THE TOWNSHIP

WHEREAS, the Board of Commissioners of the Township of Wilkins adopted Ordinance Number 790, an Ordinance providing for audit of Township accounts by an independent auditor on December 11, 1989; and

WHEREAS, said Ordinance 790 requires the appointment of an auditor by Resolution on an annual basis; and

WHEREAS, it is the desire of the Board of Commissioners of the Township of Wilkins to appoint Robert J. Tomasic as auditor for the Township of Wilkins for the year 2013.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins, Allegheny County, Pennsylvania, that Robert J. Tomasic is hereby appointed to the post of Independent Auditor for the year 2013.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 14th day of January, 2013.

TOWNSHIP OF WILKINS

By:

Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 02-13

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DESIGNATING MONEY IN THE TOWNSHIP'S GENERAL FUND TOWARD THE PURCHASE OF A FIRE TRUCK FOR VOLUNTEER FIRE DEPARTMENT #4

WHEREAS, the Board has determined to participate in the financing of purchases of fire vehicles by its Resolution 11-2011 dated June 13, 2011; and

WHEREAS, Resolution 11-11 sets forth the policy relating to requests for Township participation in financing of purchases of fire and rescue vehicles, including a schedule of participation for each of the Volunteer Fire Departments in the Township; and

WHEREAS, Volunteer Fire Department #4 was scheduled for the purchase of fire apparatus in budget year 2012; and

WHEREAS, Volunteer Fire Department #4 has arranged financing using a combination of its own funds and a grant from Wilkins Township in accordance with Resolution 11-11 to purchase a Spartan Cab and Chassis in the amount of $205,428 and a 2013 Rescue Body in the apporximate amount of $258,000; and

WHEREAS, in accordance with the terms and conditions of Wilkins Township Resolution 11-11, the Township Solicitor has reviewed and made recommendations upon the proposed contract for said purchase and Volunteer Fire Department #4 has complied with said recommendations.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves as follows:

A. To budget for the payment to Volunteer Fire Department #4 in the General Fund Budget.

B. To either borrow funds for the payment to the Volunteer Fire Department #4 in accordance with Resolution Number 11-11 or finance said purchase through other funds of the Township of Wilkins.

Adopted this 14th day of January, 2013 by the Township of Wilkins.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

Rebecca Bradley

From: Bowler, Mary Beth [bowler@pitt.edu]
Sent: Thursday, December 20, 2012 5:36 PM
To: Rebecca Bradley
Subject: Spartan Chassis agreement letter
Attachments: Spartan agreement letter Wilkins proposal Dec 192012.docx; Wilkins Township Demo Spec #01.pdf

Rebecca,
Attached is the letter that Spartan provided for our agreement. This is based on detailed specs that I have also attached. Let me know if you think it's ok to sign the agreement and move forward or do I need to wait for Board approval?

Thanks,
Mary Beth

Mary Beth Bowler, Chief
Wilkins #4 Volunteer Fire Department
Allegheny County Station 304
P.O. Box 17460
Pittsburgh, PA 15235-7460
bowler@pitt.edu
412-624-7015 (daytime)
412-841-2473 (cell)
412-823-4153 (fax)

NOTE: If you donate to the United Way, you can list Wilkins #4 for your donation under the "Alternative Organization". Our code number is 880323 and the name and address are listed above

1541 Reynolds Road Charlotte, MI 48813
SPARTANCHASSIS.COM
517.543.6400

December 18, 2012

Mary Beth Bowler, Chief
Wilkins #4 Volunteer Fire Department
Allegheny County Station 304
P.O. Box 17460
Pittsburgh, PA 15235-7460

Chief Bowler,

Spartan Chassis will build the Cab and Chassis as listed below with all terms and conditions as spelled out in this two page document.

Quote Name: WILKINS TOWNSHIP #4 DEMO UNIT
Quote ID: QAPSAU0PW
Price Level: 201208152013A
Date quoted: Friday, August 17, 2012 10:11:22 AM EST

List price as per the specifications	$248,214.00
12% discount (normal for this dollar amount	$218,428
No charge APS $8,000	$210,428
$5,000 Usage discount	$205,428

Net price of the Cab and Chassis will be $205,428.00, if any changes are made in the order process from time of approval of this document a change order will be issued and attached to this document.

Terms of Spartan usage will be as follows:

A: Anything over 20K miles will be deducted at $1.00 per mile.
B: The Cab and Chassis will be serviced and paint detail prior to delivery to OEM.
C: This does not cover any delivery fees to the OEM.
D: The Cab & Chassis will be available for pick up at the Spartan Motors Chassis factory located at 1165 Reynolds Road, Charlotte, Michigan 48813 on September 20, 2013.
E: Spartan will issue a two (2) year warranty on the unit. The starting date will be September 20, 2013 and will follow the warranty information included in the specification that the cab & chassis were built to.

1541 Reynolds Road Charlotte, MI 48813
SPARTANCHASSIS.COM
517.543.6400

F: The vehicle will be built to current NFPA, DOT and FMVSS standards, Spartan Chassis is a Stage One manufacture, it is ultimately the final stage manufacture to complete the vehicle to meet all of the above listed standards.

Terms of Payment:

A: 50% payment when the unit is finished with balance due prior to leaving Spartan to the OEM, the last week of September 2013.

B: Spartan will provide insurance coverage on the unit while in Spartan possession.

C: Terms of payment will be 50% payment when the unit is finished with balance due prior to leaving Spartan to the OEM, September 20, 2013

D: Spartan Chassis will build the unit at Spartan Chassis's risk with the Fire Department not having any financial involvement until the unit is completed at which time it will be for on 50% of the build amount. Balance of the proposal will be due prior to pick up or shipping from Spartan.

Approved:

Chief Bowler _____ Patrick Patton _____

Date _____ Date _____

Metro Star

Spartan Chassis
1541 Reynolds Rd
Charlotte, MI 48813

Prepared By : REGIONAL MANAGER

Prepared For :
WILKINS TOWNSHIP #4 DEMO UNIT

Friday, August 17, 2012 10:11:22 AM EST

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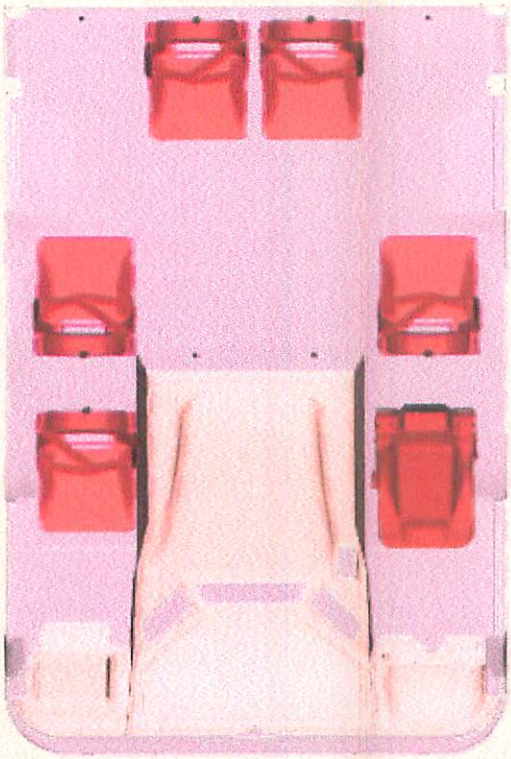
Specification 4

Prepared By REGIONAL MANAGER
Quote Id : QAPSAU0PW

Order Id:
Lead Unit Order Id:

Prepared For
WILKINS TOWNSHIP #4 DEMO UNIT
Sales Order Number: (Unknown)
Lead Sales Order Number: (Unknown)

Seat Locations



This drawing is for reference purposes only.

Specification

0100-011 Metro Star 2010 Emissions

MODEL

The chassis shall be a Metro Star model. The cab and chassis shall include design considerations for multiple emergency vehicle applications, rapid transit and maneuverability. The chassis shall be manufactured for heavy duty service with the strength and capacity to support a fully laden apparatus, one hundred (100) percent of the time.

8011-013 Model Year - 2013

MODEL YEAR

The chassis shall have a vehicle identification number that reflects a 2013 model year.

8001-001 Country of Service United States Of America

COUNTRY OF SERVICE

The chassis shall be put in service in the country of United States of America (USA).

The chassis will meet applicable U.S.A. federal motor vehicle safety standards per CFR Title 49 Chapter V Part 571 as clarified in the incomplete vehicle book per CFR Title 49 Chapter V Part 568 Section 4 which accompanies each chassis. Spartan Chassis is not responsible for compliance to state, regional, or local regulations. Dealers should identify those regulations and order any necessary optional equipment from Spartan Chassis or their OEM needed to be in compliance with those regulations.

8006-007 Apparatus Type Rescue

APPARATUS TYPE

The apparatus shall be a rescue vehicle designed for emergency service use which shall include the functions of a multipurpose vehicle which primarily provides support services at emergency scenes.

8008-001 Vehicle Type Straight Truck

VEHICLE TYPE

The chassis shall be manufactured for use as a straight truck type vehicle and designed for the installation of a permanently mounted apparatus behind the cab. The apparatus of the vehicle shall be supplied and installed by the apparatus manufacturer.

0104-001 Axle Configuration 4x2 (Rear Axle Drive Only)

AXLE CONFIGURATION

The chassis shall feature a 4 x 2 axle configuration consisting of a single rear drive axle with a single front steer axle.

0101-003 GAWR Front 20000#

GROSS AXLE WEIGHT RATINGS FRONT

The front gross axle weight rating (GAWR) of the chassis shall be 20,000 pounds.

This front gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

0102-004 GAWR Rear 27000#

GROSS AXLE WEIGHT RATINGS REAR

The rear gross axle weight rating (GAWR) of the chassis shall be 27,000 pounds.

This rear gross axle weight rating shall be adequate to carry the weight of the completed apparatus including all equipment and personnel.

1000-007 Cab Style LFD 10" Raised Roof

CAB STYLE

The cab shall be a custom, fully enclosed, LFD model with a 10.00 inch raised roof over the driver, officer, and crew area, designed and built specifically for use as an emergency response vehicle by a company specializing in cab and chassis design for all emergency response applications. The cab shall be designed for heavy-duty service utilizing superior strength and capacity for the application of protecting the occupants of the vehicle. This style of cab shall offer up to ten (10) seating positions.

The cab shall incorporate a fully enclosed design with side wall roof supports, allowing for a spacious cab area with no partition between the front and rear sections of the cab. To provide a superior finish by reducing welds that fatigue cab metal; the roof, the rear wall and side wall panels shall be assembled using a combination of welds and proven industrial adhesives designed specifically for aluminum fabrication for construction.

The cab shall be constructed using multiple aluminum extrusions in conjunction with aluminum plate, which shall provide proven strength and the truest, flattest body surfaces ensuring less expensive paint repairs if needed. All aluminum welding shall be completed to the American Welding Society and ANSI D1.2-96 requirements for structural welding of aluminum.

All interior and exterior seams shall be sealed for optimum noise reduction and to provide the most favorable efficiency for heating and cooling retention.

The cab shall be constructed of 5052-H32 corrosion resistant aluminum plate. The cab shall incorporate tongue and groove fitted 6061-T6 0.13 & 0.19 inch thick aluminum extrusions for extreme duty situations. A single formed, one (1) piece extrusion shall be used for the "A" pillar, adding strength and

rigidity to the cab as well as additional roll-over protection. The cab side walls and lower roof skin shall be 0.13 inch thick; the rear wall and raised roof skins shall be 0.09 inch thick; the front cab structure shall be 0.19 inch thick.

The exterior width of the cab shall be 94.00 inches wide with a minimum interior width of 88.00 inches. The overall cab length shall be 144.60 inches with 67.50 inches from the centerline of the front of the axle to the back of the cab.

The cab interior shall be designed to afford the maximum usable interior space and attention to ergonomics with hip and legroom while seated which exceeds industry standards. The crew cab floor shall be flat across the entire walking area for ease of movement inside the cab.

The cab shall offer an interior height of 57.50 inches from the front floor to the headliner and a rear floor to headliner height of 65.00 inches in the raised roof area, at a minimum. The cab shall offer an interior measurement at the floor level from the rear of the engine tunnel to the rear wall of the cab of 63.38 inches. All interior measurements shall include the area within the interior trimmed surfaces and not to any unfinished surface.

The cab shall include a driver and officer area with two (2) cab doors large enough for personnel in full firefighting gear. The front doors shall offer a clear opening of 40.25 inches wide X 53.50 inches high, from the cab floor to the top of the door opening. The cab shall also include a crew area with up to two (2) cab doors, also large enough for personnel in full firefighting gear. The rear doors shall offer a clear opening of 32.25 inches wide X 61.00 inches high, from the cab floor to the top of the door opening.

The cab shall incorporate a progressive two (2) step configuration from the ground to the cab floor at each door opening. The progressive steps are vertically staggered and extend the full width of each step well allowing personnel in full firefighting gear to enter and exit the cab easily and safely.

The first step for the driver and officer area shall measure approximately 10.25 inches deep X 31.13 inches wide. The intermediate step shall measure approximately 8.38 inches deep X 32.13 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 11.00 inches.

The first step for the crew area shall measure approximately 10.38 inches deep X 20.44 inches wide. The intermediate step shall measure approximately 10.20 inches deep X 21.00 inches wide. The height from the first step to the intermediate step and the intermediate step to the cab floor shall not exceed 12.80 inches.

8101-103 Occupant Protection Advanced Protection System

OCCUPANT PROTECTION

The vehicle shall include the Advanced Protection System™ (APS) which shall secure belted occupants and increase the survivable space within the cab. The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

The system components shall include:

- Driver steering wheel airbag
- Driver and officer knee airbags
- Large driver, officer, and crew area side curtain airbags
- APS advanced seatbelt system - retractor pre-tensioners tighten the seat belts around the occupants, securing the occupants in seats and load limiters play out some of the seatbelt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries
- Heavy truck Restraints Control Module (RCM) - receives inputs from the outboard sensors, selectively deploys APS systems, and records sensory inputs immediately before and during a detected qualifying event
- Integrated outboard crash sensors mounted at the perimeter of the vehicle - detects a qualifying front or side impact event and monitors and communicates vehicle status and real time diagnostics of all critical subsystems to the RCM
- Fault-indicating Supplemental Restraint System (SRS) light on the driver's instrument panel

Frontal impact protection shall be provided by the outboard sensors and the RCM. In a qualifying front impact event the outboard sensors provide inputs to the RCM. The RCM activates the steering wheel airbag, driver side knee airbags, officer side knee airbag, and advanced seatbelts for each occupant in the cab.

The APS frontal impact system shall be independently tested to ensure occupant injury criteria does not exceed injury criteria defined in Federal Motor Vehicle Safety Standard (FMVSS) 208. Frontal impact into a rigid barrier at 25 mph shall be conducted by an independent third party test facility using belted 95th percentile Hybrid II test dummies.

Rollover, side impact, and ejection mitigation shall be provided by the outboard sensors and the RCM. In qualifying rollover or side impact events the outboard sensors provide inputs to the RCM. The RCM activates the side curtain airbags and advanced seatbelts for each occupant in the cab. The RCM measures roll angle, lateral acceleration, and roll rate to determine if a rollover event or side impact event is imminent or occurring.

In the event of a qualifying offset or other non-frontal impact, the RCM shall determine and intelligently deploy the front impact protection system, the side impact protection system, or both front and side impact protection systems based on the inputs received from the outboard crash sensors.

The APS side impact system shall be independently tested to ensure occupant injury criteria does not exceed injury criteria defined in Federal Motor Vehicle Safety Standard (FMVSS) 214. Side impact from a moving barrier at 17 mph shall be conducted by an independent third party test facility using belted 50th percentile ES-2re test dummies.

1501-002 Cab Frt Fascia Classic

CAB FRONT FASCIA

The front cab fascia shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate which shall be an integral part of the cab.

The cab fascia will encompass the entire front of the aluminum cab structure from the bottom of the windshield to the bottom of the cab and shall be the "Classic" design.

The front cab fascia shall include two (2) molded plastic modules on each side accommodating a total of up to four (4) Hi/Low beam headlights and two (2) turn signal lights or up to four (4) warning lights. A chrome plated molded plastic bezel shall be provided on each side around each set of four lamps.

1518-014 Cab Frt Grille Classic Styled Premium

FRONT GRILLE

The front cab fascia shall include a classic box style, 304 stainless steel front grille with a Spartan logo. The grille shall measure 44.45 inches wide at the top tapering to 39.30 inches wide at the bottom X 33.50 inches high X 1.50 inches deep. The grille shall include a minimum free air intake of 632.90 square inches.

1551-002 Cab Undercoat

CAB UNDERCOAT

There shall be a rubberized undercoating applied to the underside of the cab that provides abrasion protection, sound deadening and corrosion protection.

1552-002 Cab Side Drip Rail

CAB SIDE DRIP RAIL

There shall be a drip rail along the top radius of each cab side. The drip rails shall help prevent water from the cab roof running down the cab side.

1521-002 Cab Paint Exterior Two Tone

CAB PAINT EXTERIOR

The cab shall be painted prior to the installation of glass accessories and all other cab trim to ensure complete paint coverage and the maximum in corrosion protection of all metal surfaces.

All metal surfaces on the entire cab shall be ground by disc to remove any surface oxidation or surface debris which may hinder the paint adhesion. Once the surface is machine ground a high quality acid etching of base primer shall be applied. Upon the application of body fillers and their preparation, the cab shall be primed with a coating designed for corrosion resistance and surface paint adhesion. The maximum thickness of the primer coat shall be 2.00 mils.

The entire cab shall then be coated with an intermediate solid or epoxy surfacing agent that is designed to fill any minor surface defects, provide an adhesive bond between the primer and the paint and improve the color and gloss retention of the color. The finish to this procedure shall be a sanding of the cab with 360 grit paper, the seams shall be sealed with SEM brand seam sealer and painted with two (2) to four (4) coats of an acrylic urethane type system designed to retain color and resist acid rain and most atmospheric chemicals found on the fire ground or emergency scene.

The cab shall then be painted with the upper and lower colors specifically designated by the customer with a minimum thickness of two 2.00 mils of paint, followed by a clear top coat not to exceed 2.00 mils. The entire cab shall then be baked at 180 degrees for one (1) hour to speed the curing process of the coatings.

1533-001 Cab Paint Manufacturer PPG

CAB PAINT MANUFACTURER

The cab shall be painted with PPG Industries paint.

1522-511 Cab Paint Primary/Lower Color PPG Red FBCH 71310 ALT

CAB PAINT PRIMARY/LOWER COLOR

The primary/lower paint color shall be PPG FBCH 71310 ALT red.

1523-244 Cab Paint Sec/Upper Color PPG White FBCH 2185

CAB PAINT SECONDARY/UPPER COLOR

The secondary/upper paint color shall be PPG FBCH 2185 white.

1524-002 Cab Paint Exterior Breakline Classic

CAB PAINT EXTERIOR BREAKLINE

The upper and lower paint shall meet at a breakline on the cab which shall be located approximately 1.00 inch below the door windows on each side of the cab. The breakline shall curve down at the front cab corners to approximately 5.00 inches below the windshields on the front of the cab.

1515-005 Cab Paint Pinstripe 1/2" Black Temporary

CAB PAINT PINSTRIPE

Where the upper and lower paint colors meet a temporary 0.50 inch wide black pinstripe shall be applied over this break line to offer a more finished look prior to the final pinstripe being installed by the OEM.

8013-021 Cab Paint Warranty 2013 (10) Year/100,000 Miles

CAB PAINT WARRANTY

The cab and chassis shall be covered by a limited manufacturer paint warranty which shall be in effect for ten (10) years from the first owner's date of purchase or in service or the first 100,000 actual miles, whichever occurs first.

1334-022 Cab Paint Int Zolatone Onyx Blk

CAB PAINT INTERIOR

The visible interior cab structure surfaces shall be painted with a Zolatone #20-71 onyx black texture finish.

1005-001 Cab Entry Doors (4)

CAB ENTRY DOORS

The cab shall include four (4) entry doors, two (2) front doors and two (2) crew doors designed for ease of entering and egress when outfitted with an SCBA. The doors shall be constructed of extruded aluminum with a nominal thickness of 0.13 inch. The exterior skins shall be constructed of 0.13 inch aluminum plate.

The doors shall include a double rolled style automotive rubber seal around the perimeter of each door frame and door edge which ensures a weather tight fit.

All door hinges shall be hidden within flush mounted cab doors for a pleasing smooth appearance and perfect fit along each side of the cab. Each door hinge shall be piano style with a 0.38 inch pin and shall be constructed of stainless steel.

1101-001 Cab Entry Door Type Full Length

CAB ENTRY DOOR TYPE

All cab entry doors shall be full length in design to fully enclose the lower cab steps.

1540-111 LH Ext Rr Cmpt 31"H x 11"W Hng Dr

LH EXTERIOR REAR COMPARTMENT

The cab shall offer an exterior compartment on the left side of the cab behind the rear door. The compartment opening shall be 10.00 inches wide X 31.19 inches high. The compartment size shall be 11.34 inches wide X 31.19 inches high X 21.19 inches deep. The compartment shall have a 10.63 inch wide, 32.00 inch high and 1.50 inch thick hinged box pan style flush mount door with a bright aluminum tread plate inner panel and a bent D-ring slam latch. There shall be a switch to activate a light inside the compartment and the open compartment warning light in the cab in the event the door is left ajar.

5313-003 LH Ext Rr Cmpt Lt LED Strip Lt SoundOff Signal 21"

LEFT HAND EXTERIOR REAR COMPARTMENT LIGHTING

There shall be one (1) SoundOff Signal brand LED strip light installed to illuminate the exterior rear compartment on the left side of the cab. The strip light shall be 21.00 inches long and shall include six (6) bright white Gen3 LEDs.

1548-002 LH Exterior Compartment Interior Finish DA Sand

LH EXTERIOR COMPARTMENT INTERIOR FINISH

The interior of the left hand exterior compartment shall have a DA sanded finish.

1541-111 RH Ext Rr Cmpt 31"H x 11"W Hng Dr

RH EXTERIOR REAR COMPARTMENT

The cab shall offer an exterior compartment on the right side of the cab behind the rear door. The compartment opening shall be 10.00 inches wide X 31.19 inches high. The compartment size shall be 11.34 inches wide X 31.19 inches high X 21.19 inches deep. The compartment shall have a 10.63 inch wide, 32.00 inch high and 1.50 inch thick hinged box pan style flush mount door with a bright aluminum tread plate inner panel and a bent D-ring slam latch. There shall be a switch to activate a light inside the compartment and the open compartment warning light in the cab in the event the door is left ajar.

5345-003 RH Ext Rr Cmpt Lt LED Strip Lt SoundOff Signal 21"

RIGHT HAND EXTERIOR REAR COMPARTMENT LIGHTING

There shall be one (1) SoundOff Signal brand LED strip light installed to illuminate the exterior rear compartment on the right side of the cab. The strip light shall be 21.00 inches long and shall include six (6) bright white Gen3.

1549-002 RH Exterior Compartment Interior Finish DA Sand

RH EXTERIOR COMPARTMENT INTERIOR FINISH

The interior of the right hand exterior compartment shall have a DA sanded finish.

8004-012 Cab Structural Warranty 2013 (10) Year/100,000 Miles

CAB STRUCTURAL WARRANTY

The cab structure shall be warranted for a period of ten (10) years or one hundred thousand (100,000) miles which ever may occur first. Warranty conditions may apply and shall be listed in the detailed warranty document that shall be provided upon request.

9001-006 Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422

CAB TEST INFORMATION

The cab shall have successfully completed the preload side impact, static roof load application and frontal impact without encroachment to the occupant survival space when tested in accordance with Section 4 of SAE J2420 COE Frontal Strength Evaluation Dynamic Loading Heavy Trucks, Section 5 of SAE J2422 Cab Roof Strength Evaluation Quasi –Static Loading Heavy Trucks and ECE R29 Uniform Provisions Concerning the Approval of Vehicles with regard to the Protection of the Occupants of the Cab of a Commercial Vehicles Annex 3 Paragraph 5.

The above tests have been witnessed by and attested to by an independent third party. The test results were recorded using cameras, high speed imagers, accelerometers and strain gauges. Documentation of the testing shall be provided upon request.

5000-002 Elec System 12V DC MUX

ELECTRICAL SYSTEM

The chassis shall include a single starting electrical system which shall include a 12 volt direct current Weldon brand of multiplexing system, suppressed per SAE J551. The wiring shall be appropriate gauge cross link with 311 degree Fahrenheit insulation. All SAE wires in the chassis shall be color coded and shall include the circuit number and function where possible. The wiring shall be protected by 275 degree Fahrenheit minimum high temperature flame retardant loom. All nodes and sealed Deutsch connectors shall be waterproof.

5006-002 Apparatus Wiring Provision (8) Circuit Panel

APPARATUS WIRING PROVISION

An apparatus wiring panel shall be installed in the center dash area behind the rocker switch panel which shall include eight (8) open circuits consisting of three (3) 20 amp, one (1) 30 amp, three (3) 10 amp, and one (1) 15 amp circuit, with relays and breakers with trigger wires which shall be routed to the rocker switch panel.

5005-201 MUX Display Weldon Vista (2) L/R Sw Pnl

MULTIPLEX DISPLAY

The multiplex electrical system shall include (2) Weldon Vista IV displays which shall be located one (1) on the right side of the dash in the switch panel and one (1) on the left side of the dash in the switch panel. The Vista IV displays shall feature full color LCD display screens which include a message bar displaying the time of day and important messages requiring acknowledgement by the user which shall all be displayed on the top of the screen in the order they are received. There shall be eight (8) push button virtual controls, four (4) on each side of the display for the on-board diagnostics. The display screens shall be video ready for back-up cameras, thermal cameras, and DVD.

The Vista IV displays shall offer varying fonts and background colors. The displays shall be fully programmable to the needs of the customer and shall offer virtually infinite flexibility for screen configuration options.

5622-003 Data Recording Sys Vehicle Data Weldon MUX

DATA RECORDING SYSTEM

The chassis shall have a Weldon Vehicle Data Recorder (VDR) system installed. The system shall be designed to meet NFPA 1901 and shall be integrated with the Weldon Multiplex electrical system. The following information shall be recorded:

- Vehicle Speed
- Acceleration
- Deceleration
- Engine Speed
- Engine Throttle Position
- ABS Event
- Seat Occupied Status
- Seat Belt Status
- Master Optical Warning Device Switch Position
- Time
- Date

Each portion of the data shall be recorded at the specified intervals and stored for the specified length of time to meet NFPA 1901 guidelines and shall be retrievable by connecting a laptop computer to the VDR system.

5031-003 Accessory Pwr & Gnd Stud 40A Batt Dir & 15A Ign Sw

ACCESSORY POWER

The electrical distribution panel shall include two (2) power studs. The studs shall be size #10 and each of the power studs shall be circuit protected with a fuse of the specified amperage. One (1) power stud shall be capable of carrying up to a 40 amp battery direct load. One (1) power stud shall be capable of carrying up to a 15 amp ignition switched load. The two (2) power studs shall share one (1) #10 ground stud.

5030-002 Aux Acc Pwr & Gnd Stud Bhd Sw Pnl 40A Mstr Sw

AUXILIARY ACCESSORY POWER

An auxiliary set of power and ground studs shall be provided and installed behind the electrical center cover with a 40 amp breaker. The studs shall be 0.38 inch diameter and capable of carrying up to a 40 amp load switched with the master power switch.

5011-001 Exterior Electrical Terminal Coating Spray On Plasti Dip

EXTERIOR ELECTRICAL TERMINAL COATING

All terminals exposed to the elements will be sprayed with a high visibility protective rubberized coating to prevent corrosion.

1701-128 Engine Diesel 450HP Cummins ISL9

ENGINE

The chassis engine shall be a Cummins ISL9 engine. The ISL9 engine shall be an in-line six (6) cylinder, four cycle diesel powered engine. The engine shall offer a rating of 450 horse power at 2100 RPM and shall be governed at 2200 RPM. The torque rating shall feature 1250 foot pounds of torque at 1400 RPM with 543 cubic inches (8.9 liter) of displacement.

The ISL9 engine shall feature a VGT™ Turbocharger, a high pressure common rail fuel system, fully integrated electronic controls with an electronic governor, and shall be EPA certified to meet the 2010 emissions standards using cooled exhaust gas recirculation and selective catalytic reduction technology.

The engine shall include an engine mounted combination full flow/by-pass oil filter with replaceable spin on cartridge for use with the engine lubrication system. The engine shall include Citgo brand Citgard 500, or equivalent SAE 15W40 CJ4 low ash engine oil which shall be utilized for proper engine lubrication.

A wiring harness shall be supplied ending at the back of the cab. The harness shall include a connector which shall allow an optional harness for the pump panel. The included circuits shall be provided for a tachometer, oil pressure, engine temperature, hand throttle, high idle and a PSG system. A circuit for J1939 data link shall also be provided at the back of the cab.

1329-001 Cab Engine Tunnel Small/Medium

CAB ENGINE TUNNEL

The cab interior shall include an integrated engine tunnel constructed of 5052-H32 Marine Grade, 0.19 of an inch thick aluminum. The tunnel shall be a maximum of 41.50 inches wide X 25.50 inches high.

1731-002 DPF Ctrl Regeneration Sw & Inhibit Sw

DIESEL PARTICULATE FILTER CONTROLS

There shall be two (2) controls for the diesel particulate filter. One (1) control shall be for regeneration and one (1) control shall be for regeneration inhibit.

1718-002 Engine Programming High Idle Speed 1250 RPM

ENGINE PROGRAMMING HIGH IDLE SPEED

The engine high idle control shall maintain the engine idle at approximately 1250 RPM when engaged.

1719-005 Engine High Idle Ctrl Manual and Automatic w/V-MUX

ENGINE HIGH IDLE CONTROL

The vehicle shall be equipped with an automatic high-idle speed control. It shall be pre-set so when activated, it will operate the engine at the appropriate RPM to increase alternator output. This device shall operate only when the master switch is activated and the transmission is in neutral with the parking

brake set. The device shall disengage when the operator depresses the brake pedal, or the transmission is placed in gear, and shall be available to manually or automatically re-engage when the brake is released, or when the transmission is placed in neutral. There shall be an indicator on the Vista display and control screen for the high idle speed control.

1710-001 Engine Programming Road Speed Governor Enabled

ENGINE PROGRAMMING ROAD SPEED GOVERNOR

The engine shall include programming which will govern the top speed of the vehicle.

1713-010 Aux Engine Brake Compression Brake w/VG Turbo

AUXILIARY ENGINE BRAKE

A compression brake, for the six (6) cylinder engine shall be provided. A cutout relay shall be installed to disable the compression brake when in pump mode or when an ABS event occurs. The engine compression brake shall activate upon 0% accelerator when in operation mode and actuate the vehicle's brake lights.

The engine shall utilize a variable geometry turbo (VGT) as an integrated auxiliary engine brake to offer a variable rate of exhaust flow, which when activated in conjunction with the compression brake shall enhance the engine's compression braking capabilities.

1708-008 Aux Engine Brake Ctrl Off/Low/Med/High MUX

AUXILIARY ENGINE BRAKE CONTROL

An engine compression brake control device shall be included. The electronic control device shall monitor various conditions and shall activate the engine brake only if all of the following conditions are simultaneously detected:

- A valid gear ratio is detected.
- The driver has requested or enabled engine compression brake operation.
- The throttle is at a minimum engine speed position.
- The electronic controller is not presently attempting to execute an electronically controlled final drive gear shift.

The compression brake shall be controlled via an off/low/medium/high virtual button on the Vista display and control screen. The multiplex system shall remember and default to the last engine brake control setting when the vehicle is shut off and re-started.

1720-003 Elec Engine Oil Level Indicator

ELECTRONIC ENGINE OIL LEVEL INDICATOR

The engine oil shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal. The warning shall activate in a low oil situation upon turning on the master battery and ignition switches without the engine running.

1715-008 Fluid Fills Under Cab

FLUID FILLS

The engine oil, coolant, transmission, and power steering fluid fills shall be located under the cab. The windshield washer fill shall be accessible through the front left side mid step.

1735-001 Engine Drain Plug

ENGINE DRAIN PLUG

The engine shall include an original equipment manufacturer installed oil drain plug.

8002-001 Engine Warranty Cummins (5) Year/100,000 Miles

ENGINE WARRANTY

The Cummins engine shall be warranted for a period of five (5) years or 100,000 miles, whichever occurs first.

1721-001 Engine Program Rmt Throttle Off

ENGINE PROGRAMMING REMOTE THROTTLE

The engine ECM (Electronic Control Module) discreet wire remote throttle circuit shall be turned off for use with a J1939 based pump controller or when the discreet wire remote throttle controls are not required.

1725-003 Cruise Ctrl Column Mtd

CRUISE CONTROL

The chassis will be provided with a cruise control system. The cruise control system shall have a turn signal stack switch incorporated into the steering column for the driver interface. The switch shall control the engine inputs for cruise on/off, and set/resume/accelerate. The brake pedal activation shall deactivate cruise operation.

1727-001 Engine Programming Idle Speed 700 RPM

ENGINE PROGRAMMING IDLE SPEED

The engine low idle speed will be programmed at 700 rpm.

2704-002 Engine Fan Drive Clutch

ENGINE FAN DRIVE

The engine cooling system fan shall incorporate a thermostatically controlled, Horton clutched type fan drive.

When the clutched fan is disengaged it shall facilitate improved vehicle performance, cab heating in cold climates, and fuel economy. The fan clutch design shall be fail safe so that if the clutch drive fails the fan shall engage to prevent engine overheating due to the fan clutch failure.

2701-010 Engine Cooling Sys Serial Flow Medium

ENGINE COOLING SYSTEM

There shall be a heavy-duty aluminum cooling system designed to meet the demands of the emergency response industry. The cooling system shall have the capacity to keep the engine properly cooled under all conditions of road and pumping operations. The cooling system shall be designed and tested to meet or exceed the requirements specified by the engine and transmission manufacturer and all EPA requirements. The complete cooling system shall be mounted to isolate the entire system from vibration or stress. The individual cores of the cooling system shall be mounted in a manner to allow expansion and contraction at various rates without inducing stress into the adjoining cores.

The cooling system shall utilize a charge air cooler to radiator serial flow package that provides the maximum cooling capacity for the specified engine as well as serviceability. The main components shall include a surge tank, an air to air charge air cooler bolted to the front of the radiator, recirculation shields, a shroud, a fan, and required tubing.

The radiator shall be a down-flow design constructed with aluminum cores, plastic end tanks, and a steel frame. The radiator shall be equipped with a drain cock to drain the coolant for serviceability.

The cooling system shall include a one piece injection molded polymer eleven (11) blade fan with a fiberglass fan shroud.

The cooling system shall be equipped with a surge tank that is capable of removing entrained air from the system. The surge tank shall be equipped with a low coolant probe and sight glass to monitor the level of the coolant. The surge tank shall have a dual seal cap that meets the engine manufacturer's pressure requirements, and allows for expansion and recovery of coolant into a separate integral expansion chamber.

All radiator tubes shall be formed from aluminized steel tubing. Recirculation shields shall be installed where required to prevent heated air from reentering the cooling package and affecting performance.

The charge air cooler shall be a cross-flow design constructed completely of aluminum with cast tanks. All charge air cooler tubes shall be formed from aluminized steel tubing and installed with silicone hump hoses and stainless steel "constant torque" style clamps meeting the engine manufacturer's requirements.

2711-002 Engine Cooling System Protection Light Duty Skid Plate

ENGINE COOLING SYSTEM PROTECTION

The engine cooling system shall include a recirculation shield designed to act as a light duty skid plate below the radiator to provide additional protection for the engine cooling system from light impacts, stones, and road debris.

2708-001 Engine Coolant Extended Life

ENGINE COOLANT

The cooling package shall include Extended Life Coolant (ELC). The use of ELC provides longer intervals between coolant changes over standard coolants providing improved performance. The coolant shall contain a 50/50 mix of ethylene glycol and de-ionized water to keep the coolant from freezing to a temperature of -34 degrees Fahrenheit.

Proposals offering supplemental coolant additives (SCA) shall not be considered, as this is part of the extended life coolant makeup.

2706-003 Elec Low Coolant Level Indicator

ELECTRONIC COOLANT LEVEL INDICATOR

The instrument panel shall feature a low engine coolant indicator light which shall be located in the center of the instrument panel. An audible tone alarm shall also be provided to warn of a low coolant incident.

2709-004 Coolant Hoses Silicone Heater & Radiator w/Cab Int Rubber Hoses

COOLANT HOSES

The cooling system hoses shall be silicone heater hose with rubber hoses in the cab interior. The radiator hoses shall be formed silicone coolant hoses with formed aluminized steel tubing. All heater hose, silicone coolant hose, and tubing shall be secured with stainless steel constant torque band clamps.

2801-001 Engine Air Intake Filtration and Restriction

ENGINE AIR INTAKE

The engine air intake system shall include an ember separator air intake filter which shall be located in the front of the cab behind the right hand side fascia. This filter shall protect the downstream air filter from embers using a combination of unique flat and crimped metal screens constructed into a corrosion resistant steel frame. This multilayered screen shall be designed to trap embers or allow them to burn out before passing through the pack, while creating only minimal air flow restriction through the system. Periodic cleaning or replacement of the screen shall be all that is required after installation.

The engine shall also include an air intake filter which shall be bolted to the frame and located under the front of the cab on the right hand side. The dry type filter shall ensure dust and debris safely contained inside the disposable housing, eliminating the chance of contaminating the air intake system during air filter service via a leak-tight seal.

The air flow distribution and dust loading shall be uniform throughout the high-performance filter cone pack, which shall result in pressure differential for improved horsepower and fuel economy. The air intake shall be mounted within easy access via a hinged panel behind the right hand side headlight

module. The air intake system shall include a restriction indicator light in the warning light cluster on the instrument panel, which shall activate when the air cleaner element requires replacement.

2901-022 Eng Exhaust Sys Under Frm RH Inboard w/DPF/SCR Inline

ENGINE EXHAUST SYSTEM

The exhaust system shall include a diesel particulate filter (DPF), a diesel oxidation catalyst, and a selective catalytic reduction catalyst (SCR) to meet current EPA standards. The selective catalytic reduction catalyst utilizes a diesel exhaust fluid solution consisting of urea and purified water to convert NOx into nitrogen, water, and trace amounts of carbon dioxide. The solution shall be injected into the system through the decomposition tube between the DPF and SCR.

The system shall utilize 0.07 inch thick stainless steel exhaust tubing between the engine turbo and the DPF. Zero leak clamps seal all system joints between the turbo and DPF.

The DPF, the decomposition tube, and the SCR canister through the end of the tailpipe shall be connected with zero leak clamps. The discharge shall terminate horizontally on the right side of the vehicle ahead of the rear tires.

The exhaust system shall be mounted below the frame in the inboard position with the SCR canister in line rearward of the DPF.

2907-003 Diesel Exhaust Fluid Tank LH 6 Gal Fill Thru Rr Step

DIESEL EXHAUST FLUID TANK

The exhaust system shall include a molded cross linked polyethylene tank for Diesel Exhaust Fluid (DEF). The tank shall have a capacity of six (6) usable gallons and shall be mounted on the left hand side of the chassis frame behind the batteries below the frame.

The DEF tank shall be designed with capacity for expansion in case of fluid freezing. Engine coolant, which shall be thermostatically controlled, shall be run through lines in the tank to help prevent the DEF from freezing and to provide a means of thawing the fluid if it should become frozen.

The tank fill tube shall be routed under the rear of the cab with the fill neck and splash guard accessible in the top rear step.

2902-010 Engine Exh Acc Exh Temp Mitigation

ENGINE EXHAUST ACCESSORIES

An exhaust temperature mitigation device shall be shipped loose for installation by the body manufacturer on the vehicle. The temperature mitigation device shall lower the temperature of the exhaust by combining ambient air with the exhaust gasses at the exhaust outlet.

2906-002 Engine Exhaust Wrap

ENGINE EXHAUST WRAP

The exhaust tubing between the engine turbo and the diesel particulate filter (DPF) shall be wrapped with a thermal cover in order to retain the necessary heat for DPF regeneration. The exhaust wrap shall also help protect surrounding components from radiant heat which can be transferred from the exhaust.

1801-015 Transmission GEN IV-E Allison 3000 EVS

TRANSMISSION

The drive train shall include an Allison Gen IV-E model EVS 3000 torque converting, automatic transmission which shall include electronic controls. The transmission shall feature two (2) 10-bolt PTO pads located on the converter housing.

The transmission shall include two (2) internal oil filters and Castrol TranSynd™ synthetic TES 295 transmission fluid which shall be utilized in the lubrication of the EVS transmission. An electronic oil level sensor shall be included with the readout located in the shift selector.

The Gen IV-E transmission shall include prognostic diagnostic capabilities. These capabilities shall include the monitoring of the fluid life, filter change indication, and transmission clutch maintenance.

The transmission gear ratios shall be:

1st	3.49:1
2nd	1.86:1
3rd	1.41:1
4th	1.00:1
5th	0.75:1
6th	0.65:1 (if applicable)
Rev	5.03:1

1806-003 Transmission Mode Programming 5th Startup/6th Mode

TRANSMISSION MODE PROGRAMMING

The transmission, upon start-up, will select five (5) speeds of operation. The sixth speed over drive shall be available with the activation of the mode button on the shifting pad.

1811-002 Transmission Feature Programming I/O Package 199/Rescue

TRANSMISSION FEATURE PROGRAMMING

The EVS group package number 127 shall contain the 199 vocational package in consideration of the duty of this apparatus for rescue. This package shall incorporate an automatic neutral with selector override. This feature commands the transmission to neutral when the park brake is applied, regardless of drive range requested on the shift selector. This requires re-selecting drive range to shift out of neutral for the override.

An eight (8) pin Delphi connector will be provided next to the steering column connector. This will contain the following input/output circuits to the transmission control module.

Function ID	Description	Wire assignment
C	PTO Request	143
F	Aux. Function Range Inhibit (Special)	101/142
G	PTO Enable Output (See Input Function C)	130
S	Neutral Indicator for PTO	145
	Signal Return	103

1807-003 Transmission GEN IV-E Shift Sel Key Pad/Push Button

TRANSMISSION SHIFT SELECTOR

An Allison pressure sensitive range selector touch pad shall be provided and located to the right of the driver within clear view and easy reach. The shift selector shall provide a prognostic indicator (wrench symbol) on the digital display between the selected and attained indicators. The prognostics monitor various operating parameters to determine and shall alert you when a specific maintenance function is required.

1815-002 Elec Transmission Oil Level Indicator

ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR

The transmission fluid shall be monitored electronically and shall send a signal to activate a warning in the instrument panel when levels fall below normal.

1814-002 2nd Gear Pre-Select

TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE

When the auxiliary brake is engaged, the transmission shall automatically shift to second gear to decrease the rate of speed assisting the secondary braking system and slowing the vehicle.

1808-007 Transmission Cooling System

TRANSMISSION COOLING SYSTEM

The transmission shall include a water to oil cooler system located in the cooling loop between the radiator and the engine. The transmission cooling system shall meet all transmission manufacturer requirements. The transmission cooling system shall feature continuous flow of engine bypass water to maintain uninterrupted transmission cooling.

1817-001 Transmission Drain Plug

TRANSMISSION DRAIN PLUG

The transmission shall include an original equipment manufacturer installed oil drain plug.

8005-001 Transmission Warranty Allison (5) Year

TRANSMISSION WARRANTY

The Allison EVS series transmission shall be warranted for a period of five (5) years with unlimited mileage. Parts and labor shall be included in the warranty.

3001-001 Driveline Spicer 1710 HD

DRIVELINE

All drivelines shall be heavy duty metal tube and equipped with Spicer 1710 series universal joints. The shafts shall be dynamically balanced prior to installation to alleviate future vibration. In areas of the driveline where a slip shaft is required, the splined slip joint shall be coated with Glide Coat®.

3109-021 Fuel Filter/Wtr Separator Fleetguard FS1003 w/Lt & Alarm

FUEL FILTER/WATER SEPARATOR

The fuel system shall have a Fleetguard FS1003 fuel filter/water separator as a primary filter. The fuel filter shall have a drain valve.

A water in fuel sensor shall be provided and wired to an instrument panel lamp and audible alarm to indicate when water is present in the fuel/water separator.

A secondary fuel filter shall be included as approved by the engine manufacturer.

3111-002 Fuel Lines Wire Braid

FUEL LINES

The fuel system supply and return lines installed from the fuel tank to the engine shall be black textile braided lines which are reinforced with braided high tensile steel wire. The fuel lines shall connected with reusable steel fittings.

3103-008 Electric Fuel Primer Engine Sply Electric Lift Pump

ELECTRIC FUEL PRIMER

Integral to the engine assembly is an electric lift pump that serves the purpose of pre-filter fuel priming.

3101-046 Fuel Tank 68 Gallon Spar-Liner

FUEL TANK

The fuel tank shall have a capacity of sixty-eight (68) gallons and shall measure 35.00 inches in width X 17.00 inches in height X 29.00 inches in length. The baffled tank shall be made of 14 gauge aluminized steel. The exterior of the tank shall be painted with a PRP Corsol™ black anti-corrosive exterior metal treatment finish. This results in a tank which offers the internal and external corrosion resistance. In addition, the exterior of the fuel tank shall be coated with Spar-Liner spray on protective coating.

The tank shall have a vent port to facilitate venting to the top of the fill neck for rapid filling without "blow-back" and a roll over ball check vent for temperature related fuel expansion and draw.

The tank is designed with dual draw tubes and sender flanges. The tank shall have 2.00 inch NPT fill ports for right or left hand fill. A 0.50 inch NPT drain plug shall be centered in the bottom of the tank.

The fuel tank shall be mounted below the frame, behind the rear axle. Two (2) three-piece strap hanger assemblies with "U" straps bolted midway on the fuel tank front and rear shall be utilized to allow the tank to be easily lowered and removed for service purposes. Rubber isolating pads shall be provided between the tank and the upper tank mounting brackets. Strap mounting studs through the rail, hidden behind the body shall not be acceptable.

3102-016 Fuel Tank Fill Port LH Mid/RH Mid/LH Fwd

FUEL TANK FILL PORT

The fuel tank fill ports shall be provided with two (2) left fill ports located one (1) in the forward position and one (1) in the middle position and the right fill port located in the middle position of the fuel tank.

2401-003 Frt Axle Meritor MFS 20000# Beam

FRONT AXLE

The front axle shall be a Meritor Easy Steer Non drive front axle, model number MFS-20. The axle shall include a 3.74 inch drop and a 71.00 inch king pin intersection (KPI). The axle shall include a conventional style hub with a standard knuckle.

8059-009 Front Axle Warranty Meritor 2013

FRONT AXLE WARRANTY

The front axle shall be warranted by Meritor for two (2) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

2405-001 Frt Wheel Bearing Lube Oil

FRONT WHEEL BEARING LUBRICATION

The front axle wheel bearings shall be lubricated with oil. The oil level can be visually checked via clear inspection windows in the front axle hubs.

2502-002 Frt Shock Absorbers Bilstein

FRONT SHOCK ABSORBERS

Two (2) Bilstein inert, nitrogen gas filled shock absorbers shall be provided and installed as part of the front suspension system. The shocks shall be a monotubular design and fabricated using a special extrusion method, utilizing a single blank of steel without a welded seam, achieving an extremely tight peak-to-valley tolerance and maintains consistent wall thickness. The monotubular design shall provide superior strength while maximizing heat dissipation and shock life.

The ride afforded through the use of a gas shock is more consistent and shall not deteriorate with heat, the same way a conventional oil filled hydraulic shock would.

The Bilstein front shocks shall include a digressive working piston assembly allowing independent tuning of the compression and rebound damping forces to provide optimum ride and comfort without compromise. The working piston design shall feature fewer parts than most conventional twin tube and "road sensing" shock designs and shall contribute to the durability and long life of the Bilstein shock absorbers.

Proposals offering the use of conventional twin tube or "road sensing" designed shocks shall not be considered.

2501-006 Frt Suspension 9 Leaf 20000-21500#

FRONT SUSPENSION

The front suspension shall include a nine (9) leaf spring pack in which the longest leaf measures 54.00 inch long and 4.00 inches wide and shall include a military double wrapped front eye. Both spring eyes shall have a case hardened threaded bushing installed with lubrication counter bore and lubrication land off cross bore with grease fitting. The spring capacity shall be rated at 21,500 pounds.

2601-006 Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke

STEERING COLUMN/ WHEEL

The cab shall include a Douglas Autotech steering column which shall include a seven (7) position tilt, a 2.25 inch telescopic adjustment, and an 18.00 inch, four (4) spoke steering wheel located at the driver's position. The steering wheel shall be covered with black polyurethane foam padding.

The steering column shall contain a horn button, self-canceling turn signal switch, four-way hazard switch and headlamp dimmer switch.

2603-001 Power Steering Pump TRW

POWER STEERING PUMP

The hydraulic power steering pump shall be a TRW PS and shall be gear driven from the engine. The pump shall be a balanced, positive displacement, sliding vane type.

2609-002 Elec Power Steering Fluid Level Indicator

ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR

The power steering fluid shall be monitored electronically and shall send a signal to activate an audible alarm and visual warning in the instrument panel when fluid level falls below normal.

2606-009 Front Axle Cramp Angle 48L/44R Degrees

FRONT AXLE CRAMP ANGLE

The chassis shall have a front axle cramp angle of 48-degrees to the left and 44-degrees to the right.

2610-003 Power Steering Gear TRW TAS 65 w/Assist

POWER STEERING GEAR

The power steering gear shall be a TRW model TAS 65 with an assist cylinder.

2608-001 Chassis Alignment

CHASSIS ALIGNMENT

The chassis frame rails shall be measured to insure the length is correct and cross checked to make sure they run parallel and are square to each other. The front and rear axles shall be laser aligned. The front tires and wheels shall be aligned and toe-in set on the front tires by the chassis manufacturer.

3401-003 Rear Axle 27000# Meritor RS-25-160

REAR AXLE

The rear axle shall be a Meritor model RS-25-160 single drive axle. The axle shall include precision forged, single reduction differential gearing, and shall have a fire service rated capacity of 27,000 pounds.

The axle shall be built of superior construction and quality components to provide the rugged dependability needed to stand up to the fire industry's demands. The axle shall include rectangular shaped, hot-formed housing with a standard wall thickness of 0.63 of an inch for extra strength and rigidity and a rigid differential case for high axle strength and reduced maintenance.

The axle shall have heavy-duty Hypoid gearing for longer life, greater strength and quieter operation. Industry-standard wheel ends for compatibility with both disc and drum brakes, and unitized oil seal technology to keep lubricant in and help prevent contaminant damage will be used.

8061-006 Rear Axle Warranty Meritor 2013

REAR AXLE WARRANTY

The rear axle shall be warranted by Meritor for two (2) years with unlimited miles under the general service application. Details of the Meritor warranty are provided on the PDF document attached to this option.

3403-001 Rear Axle Differential Lubrication Oil

REAR AXLE DIFFERENTIAL LUBRICATION

The rear axle differential shall be lubricated with oil.

3411-001 Rear Wheel Bearing Lubrication Oil

REAR WHEEL BEARING LUBRICATION

The rear axle wheel bearings shall be lubricated with oil.

3408-005 Vehicle Top Speed 70 MPH

VEHICLE TOP SPEED

The top speed of the vehicle shall be approximately 70 MPH +/-2 MPH at governed engine RPM.

3501-003 Rear Susp Reyco 102W-AR Air 21000-27000#

REAR SUSPENSION

The single rear axle shall feature a Reyco 102AR air suspension with a single air bag on each side attached to a tapered forged drop leaf spring with one adjustable and one fixed torque rod.

The suspension shall feature dual air height control valves which shall be installed to ensure equal frame height on both sides of the vehicle regardless of the load. The suspension shall also include two premium shock absorbers, one each side.

The rear suspension capacity shall be rated at 21,000 to 27,000 pounds to meet the rear axle rating selected.

3503-003 Rear Shock Absorbers Suspension Sply

REAR SHOCK ABSORBERS

Shock absorbers shall be supplied by the suspension manufacturer and installed on the rear axle suspension.

3601-025 Frt Tire 385/65R 22.5 Michelin XFE

FRONT TIRE

The front tires shall be Michelin 385/65R22.5 "L" tubeless radial XFE regional tread.

The front tire stamped load capacity shall be 19,840 pounds per axle with a speed rating of 65 miles per hour when properly inflated to 130 pounds per square inch.

The Michelin Tire Intermittent Service Rating load capacity shall be 20,000 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch. The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to one (1) hour of loaded travel with a one (1) hour cool down prior to another loaded run.

3602-012 Rear Tire 12R 22.5 Michelin XDN2

REAR TIRE

The rear tires shall be Michelin 12R-22.5 16PR "H" tubeless radial XDN2 all-weather tread.

The rear tire stamped load capacity shall be 27,120 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch.

The Michelin Tire Intermittent Service Rating load capacity shall be 28,880 pounds per axle with a speed rating of 75 miles per hour when properly inflated to 120 pounds per square inch. The Michelin Intermittent Service Rating limits the operation of the emergency vehicle to one (1) hour of loaded travel with a one (1) hour cool down prior to another loaded run.

3413-563 Rear Axle Ratio 5.63

REAR AXLE RATIO

The rear axle ratio shall be 5.63:1.

3614-013 Tire Pressure Ind Frt & Rr Pop Up Voucher

TIRE PRESSURE INDICATOR

There shall be a voucher provided with the chassis for a pop up style tire pressure indicator at each tire valve stem. The indicator shall provide visual indication of pressure in the specific tire.

The tire pressure indicators shall be redeemed upon the vehicle manufacturer's receipt of the voucher for installation by the customer.

3701-034 Frt Wheel Alcoa Dura-Bright LvL One 22.5 x 12.25 Alum

FRONT WHEEL

The front wheels shall be Alcoa hub piloted, 22.50 inch X 12.25 inch LvL One™ polished aluminum wheels. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts. The wheels shall feature one-piece forged strength and shall include Alcoa's Dura-Bright® finish with XBR technology as an integral part of the wheel surface. Alcoa Dura-Bright® wheels keep their shine without polishing. Brake dust, grime and road debris are easily removed by simply cleaning the wheels with soap and water.

3703-028 Rr Whl Alcoa Dura-Bright LvL One 22.5 x 8.25 Alum

REAR WHEEL

The rear wheels shall be Alcoa hub piloted, 22.50 inch X 8.25 inch LvL One™ aluminum wheels with a polished outer surface and Alcoa Dura-Bright® wheel treatment with XBR® technology as an integral part of the wheel. The hub piloted mounting system shall provide easy installation and shall include two-piece flange nuts.

3702-002 Wheel Trim Hub & Nut Covers SS Shiploose

WHEEL TRIM

The front wheels shall include stainless steel lug nut covers and stainless steel baby moons shipped loose with the chassis for installation by the apparatus builder. The baby moons shall have cutouts for oil seal viewing when applicable.

The rear wheels shall include stainless steel lug nut covers and band mounted spring clip stainless steel high hats shipped loose with the chassis for installation by the apparatus builder.

The lug nut covers, baby moons, and high hats shall be RealWheels® brand constructed of 304L grade, non-corrosive stainless steel with a mirror finish. Each wheel trim component shall meet D.O.T. certification.

3801-002 Tire Chains Rear Axle ON-Spot 6 Strand Auto

TIRE CHAINS

Onspot brand six (6) strand automatic ice chains shall be installed on the rear axle of the chassis to provide instant traction while traveling on ice and snow at speeds below 35 MPH.

3802-007 Tire Chains Actv Vista Btn w/Auto Disable

TIRE CHAINS ACTIVATION

The tire chain system shall be activated by a virtual button on the Vista display and control screen. The virtual button shall display "Active" when the tire chains are engaged. The tire chains shall be interlocked with the transmission and shall engage only if the vehicle is traveling 30 MPH or less. After traveling over 30 MPH, the vehicle must be reduced to a speed below 5 MPH for the tire chains to be engaged or re-engaged. The virtual button, once the vehicle reaches 35 MPH shall be reset to "Inactive". The vehicle must then reduce to a speed below 5 MPH to enable the tire chains virtual button.

3205-014 Brake System ABS/ATC/ESC Sgl Axle MUX Btn

BRAKE SYSTEM

A rapid build-up air brake system shall be provided. The air brakes shall include a two (2) air tank, three (3) reservoir system with a total of 4152 cubic inch of air capacity. A floor mounted treadle valve shall be mounted inside the cab for graduated control of applying and releasing the brakes. An inversion valve shall be installed to provide a service brake application in the unlikely event of primary air supply loss. All air reservoirs provided on the chassis shall be labeled for identification.

The rear axle spring brakes shall automatically apply in any situation when the air pressure falls below 25 PSI and shall include a mechanical means for releasing the spring brakes when necessary. An audible alarm shall designate when the system air pressure is below 60 PSI.

A four (4) sensor, four (4) modulator Anti-lock Braking System (ABS) shall be installed on the front and rear axles in order to prevent the brakes from locking or skidding while braking during hard stops or on icy or wet surfaces. This in turn shall allow the driver to maintain steering control under heavy braking and in most instances, shorten the braking distance. The electronic monitoring system shall incorporate diagonal circuitry which shall monitor wheel speed during braking through a sensor and tone ring on each wheel. A dash mounted ABS lamp shall be provided to notify the driver of a system malfunction.

The ABS system shall automatically disengage the auxiliary braking system device when required. The speedometer screen shall be capable of reporting all active defaults using PID/SID and FMI standards.

Additional safety shall be accommodated through Automatic Traction Control (ATC) which shall be installed on the single rear axle. The ATC system shall apply the ABS when the drive wheels loose traction. The system shall scale the electronic engine throttle back to prevent wheel spin while accelerating on ice or wet surfaces.

A virtual style switch shall be provided and properly labeled "mud/snow". When the switch is pressed once, the system shall allow a momentary wheel slip to obtain traction under extreme mud and snow conditions. During this condition the ATC light shall blink continuously notifying the driver of activation. Pressing the switch again shall deactivate the mud/snow feature.

The Electronic Stability Control (ESC) unit is a functional extension of the electronic braking system. It is able to detect any skidding of the vehicle about its vertical axis as well as any rollover tendency. The control unit comprises an angular-speed sensor that measures the vehicle's motion about the vertical axis, caused, for instance, by cornering or by skidding on a slippery road surface. An acceleration sensor measures the vehicle's lateral acceleration. The Controller Area Network (CAN) bus provides information on the steering angle. On the basis of lateral acceleration and steering angle, an integrated microcontroller calculates a theoretical angular speed for the stable vehicle condition.

3206-003 Frt Brakes Meritor EX225 Disc 17"

FRONT BRAKES

The front brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

3207-003 Rr Brakes Meritor EX225 Disc 17"

REAR BRAKES

The rear brakes shall be Meritor EX225 Disc Plus disc brakes with 17.00 inch vented rotors.

3208-002 Prk Brake Rr w/Supplemental Frt

PARK BRAKE

Upon application of the push-pull valve in the cab, the rear brakes will engage via mechanical spring force. This is accomplished by dual chamber rear brakes, satisfying the FMVSS parking brake requirements.

In addition to the mechanical rear brake engagement, the front service brakes will also engage via air pressure, providing additional braking capability.

3204-002 Prk Brake Ctrl Ctr Tunnel Mnt

PARK BRAKE CONTROL

A Meritor-Wabco manual hand control push-pull style valve shall operate the parking brake system. The control shall be yellow in color.

The parking brake actuation valve shall be mounted on the center of the tunnel within easy access of both the driver and officer positions.

3202-001 Air Dryer Wabco System Saver 1200 Bhd RH Step

AIR DRYER

The brake system shall include a Wabco System Saver 1200 air dryer with an integral 100 watt heater with a Metri-Pack sealed connector. The air dryer incorporates an internal turbo cutoff valve that closes the path between the air compressor and air dryer purge valve during the compressor "unload" cycle. The turbo cutoff valve allows purging of moisture and contaminants without the loss of turbo boost pressure. The air dryer shall be located on the right hand frame rail forward of the front wheel behind the right hand cab step.

3215-004 Frt Brake Chambers MGM Type 24 Long Stroke

FRONT BRAKE CHAMBERS

The front brakes shall be provided with MGM type 24 long stroke brake chambers.

3210-023 Rr Brake Chambers TSE 24/30 H.O.T.

REAR BRAKE CHAMBERS

The rear axle shall include TSE 24/30 H.O.T. (High Output Technology) brake chambers shall convert the energy of compressed air into mechanical force and motion. This shall actuate the brake camshaft, which in turn shall operate the foundational brake mechanism forcing the brake pads against the brake rotor.

3320-001 Air Compressor Wabco SS318 18.7 CFM

AIR COMPRESSOR

The air compressor provided for the engine shall be a Wabco® SS318 single cylinder pass-through drive type compressor which shall be capable of producing 18.7 CFM at 1200 engine RPMs. The air compressor shall feature a higher delivery efficiency translating to more air delivery per horsepower absorbed. The compressor shall include an aluminum cylinder head which shall improve cooling, reduce weight and decrease carbon formation. Superior piston and bore finishing technology shall reduce oil consumption and significantly increasing the system component life.

3339-002 Air Governor Mnt on RH Frame Rail

AIR GOVERNOR

An air governor shall be provided to control the cut-in and cut-out pressures of the engine mounted air compressor. The governor shall be calibrated to meet FMVSS requirements. The air governor shall be mounted to the right frame rail.

3305-001 Aux Air Reservoir 1200 Cu In

AUXILIARY AIR RESERVOIR

One (1) auxiliary air reservoir with a 1200 cubic inch capacity shall be installed on the chassis to act as an additional reserve supply to the air system for air horn, air tool, or other non-service brake use. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

3303-007 Moisture Ejectors Manual/Auto Htd Wet Tank

MOISTURE EJECTORS

A heated, automatic moisture ejector with a manual drain provision shall be installed on the wet tank of the air supply system. Manual pet-cock type drain valves shall be installed on all remaining reservoirs of the air supply system.

3307-001 Air Sply Lines Nylon

AIR SUPPLY LINES

The air system on the chassis shall be plumbed with color coded reinforced nylon tubing air lines. The primary (rear) brake line shall be green, the secondary (front) brake line red, the parking brake line orange and the auxiliary (outlet) will be blue.

Brass compression type fittings shall be used on the nylon tubing. All drop hoses shall include fiber reinforced neoprene covered hoses.

3338-002 Rear Air Tank Mnt Any Bhd Rear Axle Perpendicular w/Frame

REAR AIR TANK MOUNTING

If a combination of wheel base, air tank quantity, or other requirements necessitate the location of one or more air tanks to be mounted rear of the fuel tank, these tank(s) will be mounted perpendicular to frame.

2103-1950 Wheelbase 195.0"

WHEELBASE

The chassis wheelbase shall be 195.00 inches.

2106-0520 Rear Overhang 52.0"

REAR OVERHANG

The chassis rear overhang shall be 52.00 inches.

2101-002 Frame Double Channel 35.00" Width

FRAME

The frame shall consist of double rails running parallel to each other with cross members forming a ladder style frame. The frame rails shall be formed in the shape of a "C" channel, with the outer rail measuring 10.25 inches high X 3.50 inches deep upper and lower flanges X 0.38 inches thick with an inner channel of 9.44 inches high X 3.13 inches deep and 0.38 inches thick. Each rail shall be constructed of 110,000 psi minimum yield high strength low alloy steel. Each double rail section shall be rated by a Resistance Bending Moment (RBM) minimum of 3,213,100 inch pounds and have a minimum section modulus of 29.21 cubic inches. The frame shall measure 35.00 inches in width.

Proposals calculating the frame strength using the "box method" shall not be considered.

Proposals including heat treated rails shall not be considered. Heat treating frame rails produces rails that are not uniform in their mechanical properties throughout the length of the rail. Rails made of high strength, low alloy steel are already at the required yield strength prior to forming the rail.

A minimum of seven (7) fully gusseted 0.25 inch thick cross members shall be installed. The inclusion of the body mounting, or bumper mounting shall not be considered as a cross member. The cross members shall be attached using zinc coated grade 8 fasteners. The bolt heads shall be flanged type, held in place by distorted thread flanged lock nuts. Each cross member shall be mounted to the frame rails utilizing a minimum of 0.25 inch thick gusset reinforcement plates at all corners balancing the area of force throughout the entire frame.

Any proposals not including additional reinforcement for each cross member shall not be considered.

All relief areas shall be cut in with a minimum 2.00 inch radius at intersection points with the edges ground to a smooth finish to prevent a stress concentration point.

The frame and cross members shall carry a lifetime warranty to the original purchaser. A copy of the frame warranty shall be made available upon request.

Proposals offering warranties for frames not including cross members shall not be considered.

8007-009 Frame Warranty Lifetime 2013

FRAME WARRANTY

The frame and cross members shall carry a limited lifetime warranty to the original purchaser. The warranty shall include conditional items listed in the detailed warranty document which shall be provided upon request.

2110-104 Frame Paint Gloss Black

FRAME PAINT

The frame shall be powder coated black prior to any attachment of components.

All powder coatings, primers and paint shall be compatible with all metals, pretreatments and primers used. The cross hatch adhesion test per ASTM D3359 shall not have a fail of more than ten (10)

squares. The pencil hardness test per ASTM D3363 shall have a final post-curved pencil hardness of H-2H. The direct impact resistance test per ASTM D2794 shall have an impact resistance of 120.00 inches per pound at 2 mils.

Any proposals offering painted frame with variations from the above process shall not be accepted. The film thickness of vendor supplied parts shall also be sufficient to meet the performance standards as stated above.

The chassis under carriage consisting of frame, axles, driveline running gear, air tanks and other chassis mounted components shall be painted with gloss black paint. Paint shall be applied prior to airline and electrical wiring installation.

2201-002 Frt Bumper Structural Steel Channel Severe Duty

FRONT BUMPER

The chassis shall be equipped with a severe duty front bumper constructed from structural steel channel. The bumper material shall be 0.38 thick ASTM A36 steel which shall measure 12.00 inches high with a 3.05 inch flange and shall be 99.00 inches wide with angled front corners.

The bumper shall be primed and painted as specified.

2202-005 Frt Bumper Extension Length 21"

FRONT BUMPER EXTENSION LENGTH

The front bumper shall be extended approximately 21.00 inches ahead of the cab.

2226-004 Frt Bumper Extension Frame Width 48.25"

FRONT BUMPER EXTENSION FRAME WIDTH

The front bumper extension frame shall feature an overall width of 48.25 inches.

2206-001 Frt Bumper Paint Primary/Lower Cab Color

FRONT BUMPER PAINT

The front bumper shall be painted the same as the lower cab color.

2208-006 Frt Bumper Apron 21"

FRONT BUMPER APRON

The 21.00 inch extended front bumper shall include an apron constructed of 0.19 inch thick embossed aluminum tread plate.

The apron shall be installed between the bumper and the front face of the cab affixed using stainless steel bolts attaching the apron to the top bumper flange.

2228-003 Frt Bumper Guide Poles Lighted Amber BG42-7

FRONT BUMPER GUIDE POLES

The cab bumper sides shall include a 42.00 inch chromed poles on the left and right sides of the bumper. The poles shall be mounted so the top of the pole is approximately at the same height as the bottom of the windshield. Each pole shall include an amber light at the top for improved night visibility. There shall be an electrical connection to allow for ease of removal and or replacement.

5503-002 Mechanical Siren Federal Signal Q2B

MECHANICAL SIREN

The front bumper shall include an electro mechanical Federal Q2B™ siren, which shall be streamlined, chrome-plated and shall produce 123 decibels of sound at 10.00 feet. The Q2B™ siren produces a distinctive warning sound that is recognizable at long distances. A unique clutch design provides a longer coast down sound while reducing the amp draw to 100 amps. The siren shall measure 10.50 inches wide X 10.00 inches high X 14.00 inches deep.

2218-002 Mech Siren Location Frt Bmpr Apron LH OB

MECHANICAL SIREN LOCATION

The siren shall be pedestal mounted on the bumper apron on the furthest outboard section of the bumper on the driver side.

5501-020 Air Horn (2) 21" Round Hadley E-Tone

AIR HORN

The front bumper shall include two (2) Hadley brand E-Tone air horns which shall measure 21.00 inches long with a 6.00 inch round flare. The air horns shall be trumpet style with a chrome finish on the exterior and a painted finish deep inside the trumpet.

2216-010 Air Horn Location (2) Frt Bmpr Face R/L IB

AIR HORN LOCATION

The air horns shall be recess mounted in the front bumper face, one (1) on the right side of the bumper in the inboard position relative to the right hand frame rail and one (1) on the left side of the bumper in the inboard position relative to the left hand frame rail.

2232-002 Air Horn Reservoir (1) 1200 Cu In

AIR HORN RESERVOIR

One (1) air reservoir, with a 1200 cubic inch capacity, shall be installed on the chassis to act as a supply tank for operating air horns. The reservoir shall be isolated with a 90 PSI pressure protection valve on the reservoir supply side to prevent depletion of the air to the air brake system.

5504-029 Elect Siren Speaker (1) 100W Cast Products SA4301

ELECTRONIC SIREN SPEAKER

The bumper shall include one (1) Cast Products Inc. model SA4301, 100 watt speaker which shall be recess mounted within the bumper fascia. The speaker shall measure 6.20 inches tall X 7.36 inches wide X 3.06 inches deep. The speaker shall include a flat mounting flange which shall be polished aluminum.

2217-008 Elec Siren Speaker Location Frt Bmpr Face Ctr

ELECTRONIC SIREN SPEAKER LOCATION

The electronic siren speaker shall be located on the front bumper face in the center position between the frame rails.

2204-002 Frt Bumper Tow Eyes 2" Painted Below

FRONT BUMPER TOW EYES

The bumper shall include two (2) painted tow eyes which shall be installed below the front bumper. The tow eyes shall be fabricated from 0.75 inch thick #1020 ASTM-36 hot rolled steel. The inside diameter of the eye shall be 2.00 inches and include a chamfered edge. The tow eyes shall be painted to match the frame.

2301-001 Cab Tilt System

CAB TILT SYSTEM

The entire cab shall be capable of tilting approximately 45-degrees to allow for easy maintenance of the engine and transmission. The cab tilt pump assembly shall be located on the right side of the chassis above the battery box.

The electric-over-hydraulic lift system shall include an ignition interlock and red cab lock down indicator lamp on the tilt control which shall illuminate when holding the "Down" button to indicate safe road operation.

It shall be necessary to activate the master battery switch and set the parking brake in order to tilt the cab. As a third precaution the ignition switch must be turned off to complete the cab tilt interlock safety circuit.

Two (2) spring-loaded hydraulic hold down hooks located outboard of the frame shall be installed to hold the cab securely to the frame. Once the hold-down hooks are set in place, it shall take the application of pressure from the hydraulic cab tilt lift pump to release the hooks.

Two (2) cab tilt cylinders shall be provided with velocity fuses in each cylinder port. The cab tilt pivots shall be 1.90 inch ball and be anchored to frame brackets with 1.25 inch diameter studs.

A steel safety channel assembly shall be installed on the right side cab lift cylinder to prevent accidental cab lowering. The safety channel assembly shall fall over the lift cylinder when the cab is in the fully

tilted position. A cable release system shall also be provided to retract the safety channel assembly from the lift cylinder to allow the lowering of the cab.

2305-001 Cab Tilt Ctrl Receptacle Temp

CAB TILT CONTROL RECEPTACLE

The cab tilt control cable shall include a receptacle which shall be temporarily located on the right hand chassis rail rear of the cab to provide a place to plug in the cab tilt remote control pendant. The tilt pump shall include 8.00 feet of cable with a six (6) pin Deutsch receptacle with a cap.

The remote control pendant shall include 20.00 feet of cable with a mating Deutsch connector. The remote control pendant shall be shipped loose with the chassis.

1401-009 Cab Windshield

CAB WINDSHIELD

The cab windshield shall have a surface area of 2825.00 square inches and be of a two (2) piece wraparound design for maximum visibility.

The glass utilized for the windshield shall include standard automotive tint. The left and right windshield shall be fully interchangeable thereby minimizing stocking and replacement costs.

Each windshield shall be installed using black self locking window rubber.

1402-002 Glass Frt Dr Pwr

GLASS FRONT DOOR

The front cab doors shall include a window which is 27.00 inches in width X 26.00 inches in height. These windows shall have the capability to roll down completely into the door housing. This shall be accomplished using electric actuation. The left and right front door windows shall be controlled using a switch on each respective side inner door panel. The driver's door shall include a switch for each powered door window in the cab.

There shall be an irregular shaped fixed window which shall measure 2.50 inches wide at the top, 8.00 inches wide at the bottom X 26.00 inches in height, more commonly known as "cozy glass" ahead of the front door roll down windows.

The windows shall be mounted within the frame of the front doors trimmed with a black anodized ring on the exterior.

1407-001 Glass Tint Frt Dr Automotive Green

GLASS TINT FRONT DOOR

The windows located in the left and right front doors shall have a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1419-008 Glass Rr Dr RH Pwr

GLASS REAR DOOR RH

The rear right hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the inner door panel and on the driver's door panel.

1430-001 Glass Tint Rr Door RH Automotive Green

GLASS TINT REAR DOOR RIGHT HAND

The window located in the right hand side rear door shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1412-008 Glass Rr Dr LH Pwr

GLASS REAR DOOR LH

The rear left hand side crew door shall include a window which is 27.00 inches in width X 26.00 inches in height. The window shall be a powered type and shall be controlled by a switch on the inner door panel and on the driver's door panel.

1431-001 Glass Tint Rr Door LH Automotive Green

GLASS TINT REAR DOOR LEFT HAND

The window located in the left hand side rear door shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1410-003 Glass Side Mid RH Fxd 16"W x 26"H

GLASS SIDE MID RH

The cab shall include a window on the right side behind the front and ahead of the crew door which shall measure 16.00 inches wide X 26.00 inches high. This window shall be fixed within this space and shall be rectangular in shape. The window shall be mounted using self locking window rubber. The glass utilized for this window shall include a green automotive tint unless otherwise noted.

1432-001 Glass Tint Side Mid RH Automotive Green

GLASS TINT SIDE MID RIGHT HAND

The window located on the right hand side of the cab between the front and rear doors shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1409-003 Glass Side Mid LH Fxd 16"W x 26"H

GLASS SIDE MID LH

The cab shall include a window on the left side behind the front door and ahead of the crew door and above the wheel well which shall measure 16.00 inches wide X 26.00 inches high. This window shall be fixed within this space and shall be rectangular in shape. The window shall be mounted using self locking window rubber. The glass utilized for this window shall include a green automotive tint unless otherwise noted.

1433-001 Glass Tint Side Mid LH Automotive Green

GLASS TINT SIDE MID LEFT HAND

The window located on the left hand side of the cab between the front and rear doors shall include a standard green automotive tint which shall allow seventy-five percent (75%) light transmittance.

1614-101 Climate Ctrl Htr Defroster Frt Ovrhd/Htr A/C Tunnel Mnt

CLIMATE CONTROL

The cab shall include a 57,500 BTU @ 425 CFM front overhead heater/defroster which shall be provided and installed above the windshield between the sun visors.

The cab shall also include a combination heater air-conditioning unit mounted on the engine tunnel. This unit shall offer eight (8) adjustable louvers, four (4) forward facing and four (4) rearward facing, a temperature control valve and two (2) blowers offering three (3) speeds which shall be capable of circulating 550 cubic feet of air per minute. The unit shall be rated for 42,500 BTU/Hr of cooling and 36,000 BTU/Hr of heating. The temperature and blower controls shall be located on the heater/air conditioning unit.

All defrost/heating systems shall be plumbed with one (1) seasonal shut-off valve at the front corner on the right side of the cab.

The air conditioner lines shall be a mixture of custom bend zinc coated steel fittings and Aero-quip GH 134 flexible hose with Aero-quip EZ clip fittings.

1632-002 Climate Control Drain Gravity

CLIMATE CONTROL DRAIN

The climate control system shall include a gravity drain for water management. The gravity drain shall remove condensation from the air conditioning system without additional mechanical assistance.

1617-101 Climate Ctrl Actv Device Mnt Ovrhd/Device Mnt Tunnel

CLIMATE CONTROL ACTIVATION

The heating and defrosting controls shall be located on the front overhead climate control unit. There shall be additional heating and air conditioning controls located on the engine tunnel mounted climate control unit.

1606-013 Aux Climate Ctrl Frt Underseat Htr LH MUX

AUXILIARY CLIMATE CONTROL FRONT UNDERSEAT

One (1) 13,500 BTU heater shall be provided and installed in the face of the under seat storage area below the left hand front seat. The fan controls shall be located on the Vista display and control screen(s).

The auxiliary heater system hoses shall be silicone with stainless steel constant torque clamps approved for use with silicone hose. The auxiliary heater system shall include one (1) seasonal shut-off valve. The valve shall be supplied at the front of the right hand corner of the cab. The cab must be tilted to access the shut-off valve.

1603-003 A/C Condenser Location Roof Mnt Fwd Ctr

A/C CONDENSER LOCATION

A roof mounted A/C condenser shall be installed centered on the cab forward of the raised roof against the slope rise.

1601-001 A/C Compressor Large Capacity

A/C COMPRESSOR

The air-conditioning compressor shall be a belt driven, engine mounted, open type compressor that shall be capable of producing a minimum of 32,000 BTU at 1500 engine RPMs. The compressor shall utilize R-134A refrigerant and PAG oil.

1322-002 Cab Insulation

CAB INSULATION

The cab ceiling and walls shall include 1.00 inch thick foam insulation. The insulation shall act as a barrier absorbing noise as well as assisting in sustaining the desired climate within the cab interior.

1530-001 Under Cab Insulation Engine Tunnel

UNDER CAB INSULATION

The underside of the cab tunnel surrounding the engine shall be lined with multi-layer insulation, engineered for application inside diesel engine compartments.

The insulation shall act as a noise barrier, absorbing noise thus keeping the decibel level in the cab well within NFPA recommendations. As an additional benefit, the insulation shall assist in sustaining the desired temperature within the cab interior.

The engine tunnel insulation shall measure approximately 0.75 inch thick including a vertically lapped polyester fiber layer, a 1.0 lb/ft^2 PVC barrier layer, an open cell foam layer, and a moisture and heat reflective foil facing reinforced with a woven fiberglass layer. The foil surface acts as protection against moisture and other contaminants. The insulation shall meet or exceed FMVSS 302 flammability test.

The insulation shall be cut precisely to fit each section and sealed for additional heat and sound deflection. The insulation shall be held in place by 3 mils of acrylic pressure sensitive adhesive and aluminum pins with hard hat, hold in place fastening heads.

1327-001 Interior Trim Floor

INTERIOR TRIM FLOOR

The floor of the cab shall be covered with a multi-layer mat consisting of 0.25 inch thick sound absorbing closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The covering shall be held in place by a pressure sensitive adhesive and aluminum trim molding. All exposed seams shall be sealed with silicone caulk matching the color of the floor mat to reduce the chance of moisture and debris retention.

1302-001 Interior Trim Vinyl

INTERIOR TRIM VINYL

The cab interior shall include trim on the front ceiling, rear crew ceiling, and the cab walls. It shall be easily removable to assist in maintenance. The trim shall be constructed of insulated vinyl over a hard board backing.

1368-002 Rear Wall Interior Trim Vinyl

REAR WALL INTERIOR TRIM

The rear wall of the cab shall be trimmed with vinyl.

1306-006 Header Trim XDuty

HEADER TRIM

The cab interior shall feature header trim over the driver and officer dash constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum.

1305-013 Trim Center Dash XDuty Deluxe

TRIM CENTER DASH

The main center dash area shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate. There shall be four (4) holes located on the top of the dash near each outer edge of the electrical access cover for ventilation. The dash shall include cup holders and storage bins.

1339-102 Trim LH Dash XDuty

TRIM LH DASH

The left hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 inch thick aluminum plate for a perfect fit around the instrument panel. The left hand dash shall offer lower vertical surface area to the left and right of the steering column to accommodate control panels.

1321-004 Trim RH Dash XDuty Glove Cmpt/MDT Prov

TRIM RH DASH

The right hand dash shall be constructed of 5052-H32 Marine Grade, 0.13 of an inch thick aluminum plate and shall include a glove compartment with a hinged door and a Mobile Data Terminal (MDT) provision. The glove compartment size will measure 14.00 inches wide X 6.38 inches high X 5.88 inches deep. The MDT provision shall be provided above the glove compartment.

1307-002 Eng Tnl Trim Flr Mat

ENGINE TUNNEL TRIM

The cab engine tunnel shall be covered with a multi-layer mat consisting of 0.25 inch closed cell foam with a 0.06 inch thick non-slip vinyl surface with a pebble grain finish. The mat shall be held in place by pressure sensitive adhesive. The engine tunnel mat shall be trimmed with anodized aluminum stair nosing trim for an aesthetically pleasing appearance.

5040-007 Pwr Pnt Dash Mnt Mstr Sw (2)

POWER POINT DASH MOUNT

The cab shall include two (2) 12 volt cigarette lighter type receptacles in the center cab dash to provide a power source for 12 volt electrical equipment. The receptacles shall be wired to be live with the battery master switch.

1303-003 Step Trim Indented Lwr TPlt Mid

STEP TRIM

Each cab entry door shall include a three step entry. The first step closest to the ground shall be constructed of 14 gauge 304 stainless steel with indented perforations. The perforations shall allow water and other debris to flow through rather than becoming trapped within the stepping surface. The stainless steel material shall have a number 7 mirror finish. The lower step shall be mounted to a frame which is integral with the construction of the cab for rigidity and strength. The middle step shall be integral with the cab construction and shall be trimmed in 0.08 inch thick 3003-H22 embossed aluminum tread plate.

1336-002 Step Trim Kickplate Treadplate

STEP TRIM KICKPLATE

The cab steps shall include a kick plate in the rise of each step. The risers shall be trimmed in 3003-H22 bright aluminum tread-plate which is 0.07 inch thick.

1379-004 Under Cab Access Door Rear Step LH Tread Plate

UNDER CAB ACCESS DOOR

The cab shall include an access door in the left crew step riser constructed of embossed aluminum tread plate with a push and turn latch. The under cab access door shall provide access to the diesel exhaust fluid fill.

1102-013 Interior Door Trim Painted

INTERIOR DOOR TRIM

The interior trim on the doors of the cab shall consist of an aluminum panel constructed of Marine Grade 5052-H32 0.13 of an inch thick aluminum plate. The door panels shall include a painted finish.

1323-001 Door Trim Customer Nameplate

DOOR TRIM CUSTOMER NAMEPLATE

The interior door trim on the front doors shall include a customer nameplate which states the vehicle was custom built for their Department.

1105-001 Cab Dr Trim Reflective 1" Vert/6" Chevron w/Logo

CAB DOOR TRIM REFLECTIVE

The interior of each door shall include high visibility reflective tape. A white reflective tape 1.00 inch in width shall be provided vertically along the rear outer edge of the door. The lowest portion of each door skin shall include a reflective tape chevron with red and white stripes and a Spartan logo. The chevron tape shall measure 6.00 inches in height.

1308-001 Interior Grab Handle 'A' Pillar 11" Molded

INTERIOR GRAB HANDLE "A" PILLAR

There shall be two (2) rubber covered 11.00 inch grab handles installed inside the cab, one on each "A" post at the left and right door openings. The left handle shall be located 7.88 inches above the bottom of the door window opening and the right handle shall be located 2.88 inches above the bottom of the door window opening. The handles shall assist personnel in entering and exiting the cab.

1332-008 Interior Grab Handle Frt Door Horiz 9"

INTERIOR GRAB HANDLE FRONT DOOR

Each front door shall include one (1) ergonomically contoured 9.00 inch cast aluminum handle mounted horizontally on the interior door panels. The handles shall feature a textured black powder coat finish to assist personnel entering and exiting the cab.

1345-002 Int Grab Handle Rr Dr Alum Window Span 30" Black Powder Coat

INTERIOR GRAB HANDLE REAR DOOR

A black powder coated cast aluminum assist handle shall be provided on the inside of each rear crew door. A 30.00 inch long handle shall extend horizontally the width of the window just above the window sill. The handle shall assist personnel in exiting and entering the cab.

1301-003 Interior Trim Vinyl Color Gray

INTERIOR TRIM VINYL COLOR

The cab interior vinyl trim surfaces shall be gray in color.

1337-001 Interior Trim Sunvisor Vinyl

INTERIOR TRIM SUNVISOR

The header shall include two (2) sun visors, one each side forward of the driver and officer seating positions above the windshield. Each sun visor shall be constructed of Masonite and covered with padded vinyl trim.

1304-001 Interior Floor Mat Color Gray

INTERIOR FLOOR MAT COLOR

The cab interior floor mat shall be gray in color.

1335-003 Cab Paint Int Dr Trim Zolatone Onyx Black

CAB PAINT INTERIOR DOOR TRIM

The inner door panel surfaces shall be painted with Zolatone #20-71 onyx black texture finish.

1371-006 Header Trim Interior Paint Zolatone Onyx Black

HEADER TRIM INTERIOR PAINT

The metal surfaces in the header area shall be coated with Zolatone #20-71 onyx black texture finish.

1370-006 Trim Center Dash Interior Paint Zolatone Onyx Black

TRIM CENTER DASH INTERIOR PAINT

The entire center dash shall be coated with Zolatone #20-71 onyx black texture finish. Any accessory pods attached to the dash shall also be painted this color.

1378-006 Trim LH Dash Interior Paint Zolatone Onyx Black

TRIM LEFT HAND DASH INTERIOR PAINT

The left hand dash shall be painted with Zolatone #20-71 onyx black texture finish.

1373-006 Trim RH Dash Interior Paint Zolatone Onyx Black

TRIM RIGHT HAND DASH INTERIOR PAINT

The right hand dash shall be painted with Zolatone #20-71 onyx black texture finish.

1344-002 Dash Pnl Group 3-Pnl
DASH PANEL GROUP

The main center dash area shall include three (3) removable panels located one (1) to the right of the driver position, one (1) in the center of the dash and one (1) to the left of the officer position. The center panel shall be within comfortable reach of both the driver and officer.

1312-002 Switches Ctr Pnl 6 Upr LH
SWITCHES CENTER PANEL

The center dash panel shall include six (6) switch positions in the upper left portion of the panel.

A rocker switch with a blank legend installed directly above shall be provided for any position without a switch and legend designated by a specific option. The non-specified switches shall be two-position, black switches with a green indicator light. Each blank switch legend can be custom engraved by the body manufacturer. All switch legends shall have backlighting provided.

1313-002 Switches Left Pnl 1 Wiper
SWITCHES LEFT PANEL

The left dash panel shall include one (1) windshield wiper/washer control switch located in the left hand side of the panel. The switch shall have backlighting provided.

1314-001 Switches Right Pnl 0
SWITCHES RIGHT PANEL

The right dash panel shall include no rocker switches or legends.

1225-007 Seat Belt Warn Vista Display w/VDR
SEAT BELT WARNING

A Weldon seat belt warning system, integrated with the Vehicle Data Recorder system, shall be installed for each seat within the cab. The system shall provide a visual warning indicator in the Vista display and control screen(s), an indicator light in the instrument panel, and an audible alarm.

The warning system shall activate when any seat is occupied with a minimum of 60 pounds, the corresponding seat belt remains unfastened, and the park brake is released. The warning system shall also activate when any seat is occupied, the corresponding seat belt was fastened in an incorrect sequence, and the park brake is released. Once activated, the visual indicators and audible alarm shall remain active until all occupied seats have the seat belts fastened.

1237-001 Seat Material Ballistic

SEAT MATERIAL

The seats shall include a covering of high strength, wear resistant fabric made of durable ballistic polyester. A PVC coating shall be bonded to the back side of the material to help protect the seats from UV rays and from being saturated or contaminated by fluids. Common trade names for this material are Imperial 1200 and Durawear.

1243-001 Seat Color Gray/Red Seat Belts

SEAT COLOR

All seats supplied with the chassis shall be gray in color. All seats shall include red seat belts.

1249-077 Seat Back Logo Spartan Chassis

SEAT BACK LOGO

The seat back shall include the "Spartan Chassis" logo. The logo shall be centered on the standard headrest of the seat back and on the left side of a split headrest.

1201-007 Seat Driver Bostrom Firefighter 8-Way Elect ABTS

SEAT DRIVER

The driver's seat shall be an H.O. Bostrom Firefighter Sierra model seat. The seat shall feature eight-way electric positioning. The eight positions shall include up and down, fore and aft with 8.00 inches of travel, back angle adjustment and seat rake adjustment. The seat shall feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches measured with the seat height adjusted to the lowest position of travel.

This model of seat shall have successfully completed the static load tests set forth by FMVSS 207, 209, and 210 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity.

The materials used in construction of the seat shall also have successfully completed testing with regard to the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which dictates the allowable burning rate of materials in the occupant compartments of motor vehicles.

1213-025 Seat Back Driver Non-SCBA ABTS

SEAT BACK DRIVER

The driver's seat shall include a standard seat back incorporating the all belts to seat feature (ABTS). The seat back shall feature a contoured head rest.

1219-001 Seat Mounting Driver

SEAT MOUNTING DRIVER

The driver's seat shall be installed in an ergonomic position in relation to the cab dash.

8102-103 Occupant Protection Driver Advanced Protection System

OCCUPANT PROTECTION DRIVER

The driver's position shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

The driver's seating area APS shall include:

- Advanced seatbelt system - retractor pre-tensioner tightens the seat belt around the driver, securing the occupant in the seat and the load limiter plays out some of the seatbelt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries

- Large side curtain air bag - protects the driver's head, neck, and upper body from dangerous cab side surfaces and contact points with intrusive surfaces as a result of a collision as well as provides ejection mitigation protection to the driver in a qualifying event by covering the window and the upper portion of the door

- Knee air bags - protects the driver's lower body from dangerous surface contact injuries, acceleration injuries, and from intrusion as well as locks the lower body in place so the upper body shall be shall be slowed by the load limiting seatbelt

Steering wheel airbag - protects the driver's head, neck, and upper torso from contact injuries, acceleration injuries, and contact points with intrusive surfaces as a result of a collision

1284-002 Armrest Driver Inboard

ARMREST DRIVER

The seat for the driver position shall include an armrest on the inboard side of the seat. The armrest shall be covered with black urethane material and shall be an integral part of the seat.

1202-005 Seat Officer Bostrom Firefighter 2-Way Manual ABTS

SEAT OFFICER

The officer's seat shall be an H.O. Bostrom Firefighter model seat. The seat shall feature two-way manual adjustment and shall include a tapered and padded seat cushion. The seat shall also feature integral springs to isolate shock.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt, automatic retractor and buckle as an integral part of the seat assembly.

The minimum vertical dimension from the seat H-point to the ceiling for this belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207, 209, 210 and 302 in effect at the time of manufacture. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

1214-030 Seat Back Officer SCBA Bostrom SecureAll w/Quick-Adjust

SEAT BACK OFFICER

The officer's seat shall feature a SecureAll™ SCBA locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

1220-002 Seat Mounting Officer

SEAT MOUNTING OFFICER

The officer's seat shall be installed in an ergonomic position in relation to the cab dash.

8103-103 Occupant Protection Officer Advanced Protection System

OCCUPANT PROTECTION OFFICER

The officer's position shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

The officer's seating area APS shall include:

- Advanced seatbelt system - retractor pre-tensioner tightens the seat belt around the officer, securing the occupant in the seat and the load limiter plays out some of the seatbelt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries

- Large side curtain air bag - protects the officer's head, neck, and upper body from dangerous cab side surfaces and contact points with intrusive surfaces as a result of a collision as well as provides ejection mitigation protection to the officer in a qualifying event by covering the window and the upper portion of the door

Knee air bags - protects the officer's lower body from dangerous surface contact injuries, acceleration injuries, and from contact points with intrusive surfaces as a result of a collision as well as locks the lower body in place so the upper body shall be slowed by the load limiting seatbelt

1297-002 Power Seats Wiring Battery Direct

POWER SEAT WIRING

The power seat or seats installed in the cab shall be wired directly to battery power.

1263-001 Seat RFO Location (2) R/L

SEAT REAR FACING OUTER LOCATION

The crew area shall include two (2) rear facing crew seats, which include one (1) located directly behind the left side front seat and one (1) located directly behind the right side front seat.

1203-007 Seat Crew RFO Bostrom Firefighter Flip-Up

SEAT CREW REAR FACING OUTER

The crew area shall include a seat in the rear facing outboard position which shall be a H.O. Bostrom Firefighter series. The seat shall feature a tapered and padded seat, and cushion. The seat and cushion shall be spring load hinged and compact in design for additional room and shall remain in the stored position until occupied.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the

seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

1215-027 Seat Back RFO SCBA Bostrom SecureAll w/Quick-Adjust

SEAT BACK REAR FACING OUTER

The rear facing outboard seat shall feature a Bostrom SecureAll™ self contained breathing apparatus (SCBA) locking system which shall store most U.S. and International SCBA brands and bottle sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto-locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the center of the bottom seat cushion for easy access and to eliminate hooking the release handle with clothing or other equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

1221-009 Seat Mounting RFO Rwd 2"

SEAT MOUNTING REAR FACING OUTER

The rear facing outer seats shall offer special mounting positions which shall be 2.00 inches towards the rear wall offering additional space between the front seats and the outer rear facing seats.

8104-103 Occupant Protection RFO Advanced Protection System

OCCUPANT PROTECTION RFO

The rear facing outer seat position(s) shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

Each rear facing outer seating position APS shall include:

- APS advanced seatbelt system - retractor pre-tensioners tighten the seat belts around each occupant, securing the occupants in seats and load limiters play out some of the seatbelt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries

Side curtain air bag - protects each occupant's head, neck, and upper body from dangerous cab side surfaces and contact points with intrusive surfaces as a result of a collision as well as provides ejection mitigation protection to each occupant in a qualifying event by covering the windows and walls adjacent to each seating position with an airbag custom designed for each cab configuration

1273-001 Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip

SEAT BELT ORIENTATION CREW

The crew position seat belts shall follow the standard orientation which extends from the outboard shoulder extending to the inboard hip.

1266-001 Seat FFC Location (2) Ctr

SEAT FORWARD FACING CENTER LOCATION

The crew area shall include two (2) forward facing center crew seats with both located at the center of the rear wall.

1206-012 Seat Crew FFC Bostrom Firefighter Flip-Up

SEAT CREW FORWARD FACING CENTER

The crew area shall include a seat in the forward facing center position which shall be a H.O. Bostrom Firefighter series. The seat shall feature a tapered and padded seat, and cushion. The seat and cushion shall be hinged and compact in design for additional room and shall remain in the stored position until occupied.

The seat shall feature an all belts to seat (ABTS) style of safety restraint. The ABTS feature shall include a three-point shoulder harness with the lap belt and automatic retractor as an integral part of the seat assembly. The buckle portion of the seat belt shall extend from the seat base towards the driver position within easy reach of the occupant.

The minimum vertical dimension from the seat H-point to the ceiling for each belted seating position shall be 35.00 inches.

This model of seat shall have successfully completed the static load tests by FMVSS 207/210. This testing shall include a simultaneous forward load of 3000 pounds each on the lap and shoulder belts and twenty (20) times the weight through the center of gravity. This model of seat installed in the cab model, as specified, shall have successfully completed the dynamic sled testing using FMVSS 208 as a guide with the following accommodations. In order to reflect the larger size outfitted firefighters, the test dummy used shall be a 95th percentile hybrid III male weighing 225 pounds rather than the 50th percentile male dummy weighing 165 pounds as referenced in FMVSS 208. The model of seats shall also have successfully completed the flammability of materials used in the occupant compartments of motor vehicles as outlined in FMVSS 302, of which decides the burning rate of materials in the occupant compartments of motor vehicles.

1218-031 Seat Back FFC SCBA Bostrom SecureAll w/Quick-Adjust

SEAT BACK FORWARD FACING CENTER

The forward facing center seat shall feature a SecureAll™ self contained breathing apparatus (SCBA) locking system which shall be one bracket model and store most U.S. and International SCBA brands and sizes while in transit or for storage within the seat back. The bracket shall be easily adjustable for all SCBA brands and cylinder diameters. All adjustment points shall utilize similar hardware and adjustments shall be made with one tool.

The bracket shall be adjustable to compensate for different cylinder lengths without the use of tools. The adjustment shall be made by raising a lever and moving the top clamp vertically.

The bracket system shall be free of straps and clamps that may interfere with auxiliary equipment on SCBA units. The center guide fork shall keep the SCBA tank in place for a safe and comfortable fit in the seat back cavity. The SCBA unit simply needs to be pushed against the pivot arm to engage the patented auto- locking system. Once the lock is engaged, the top clamp shall surround the top of the SCBA tank for a secure fit in all directions.

The SecureAll™ shall include a release handle which shall be integrated into the seat cushion for quick and easy release. This shall eliminate the need for straps or pull cords to interfere with other SCBA equipment.

The seat back shall include a removable padded cover which shall be provided over the SCBA cavity.

1224-007 Seat Mounting FFC 16" Apart

SEAT MOUNTING FORWARD FACING CENTER

The forward facing center seats shall offer a special mounting. The seats shall be installed 16.00 inches apart offering additional room for each occupant.

8107-102 Occupant Protection FFC Advanced Protection System

OCCUPANT PROTECTION FFC

The forward facing center seat position(s) shall be equipped with the Advanced Protection System™ (APS). The APS shall selectively deploy integrated systems to protect against injuries in qualifying frontal impact, side impact, and rollover events. The increase in survivable space and security of the APS shall also provide ejection mitigation protection.

Each forward facing center seating position APS shall include:

- APS advanced seatbelt system - retractor pre-tensioners tighten the seat belts around each occupant, securing the occupants in seats and load limiters play out some of the seatbelt webbing to reduce seat belt to chest and torso force upon impact as well as mitigate head and neck injuries

Side curtain air bag - provides ejection mitigation protection to each occupant in a qualifying event by covering the windows and walls adjacent to crew seating with an airbag custom designed for each cab configuration

1269-103 Seat Frm Fwd Fcg Full

SEAT FRAME FORWARD FACING

The forward facing center seating positions shall include a full width, enclosed style seat frame located and installed at the rear wall. The seat frame shall span the available space on the rear wall. The seat frame shall be 12.38 inches high X 22.00 inches deep. The seat frame shall be constructed of Marine Grade 5052-H32 0.19 inch thick aluminum plate. The seat box shall be painted with the same color as the remaining interior.

1281-102 Seat Frm Fwd Fcg Strg Acc Dr (1) Ctr Fwd

SEAT FRAME FORWARD FACING STORAGE ACCESS

There shall be one (1) access point to the storage area centered on the front of the seat frame. This access point shall be covered by a hinged door to allow access for storage in the seat box.

1227-002 Seat Frame Exterior Rear Compartment Access

SEAT FRAME EXTERIOR REAR COMPARTMENT ACCESS

The seat frame shall be open to the exterior rear compartment on both the right hand side and the left hand side. This shall allow interior access to the left and right exterior rear compartments.

1311-108 Cab Frt Undrst Strg Acc Dr Vented

CAB FRONT UNDERSEAT STORAGE ACCESS

The left and right under seat storage areas shall have a vented aluminum hinged door with non-locking latch.

1355-009 Seat Compartment Door Finish Zolatone Onyx Black

SEAT COMPARTMENT DOOR FINISH

All underseat storage compartment access doors shall have a Zolatone #20-71 onyx black texture finish.

1357-004 Helmet Strg Frt Loc (2) R/L Ovrhd
HELMET STORAGE FRONT LOCATION

The front cab area shall include two (2) helmet storage brackets located overhead on the right and left hand sides of the cab.

1358-004 Helmet Storage Frt OnScene Talon
HELMET STORAGE FRONT

The front cab area shall include OnScene Solutions Talon helmet storage designed to meet current NFPA regulations. The Talon shall be constructed of aluminum and stainless steel. The Talon shall securely fasten fire helmets to flat cab surfaces. The Talon features multi-adjustable brim points for nearly any helmet size or configuration.

1359-008 Helmet Strg Frt Crew Otr Loc (2) R/L Ovrhd
HELMET STORAGE FRONT CREW OUTER LOCATION

The front outboard crew area of the cab shall include two (2) helmet storage brackets. The brackets shall be located overhead on both the right and left side.

1360-004 Helmet Storage Frt Crew Otr OnScene Talon
HELMET STORAGE FRONT CREW OUTER

The front outer crew area shall include OnScene Solutions Talon helmet storage designed to meet current NFPA regulations. The Talon shall be constructed of aluminum and stainless steel. The Talon shall securely fasten fire helmets to flat cab surfaces. The Talon features multi-adjustable brim points for nearly any helmet size or configuration.

1363-014 Helmet Strg Rr Crew Otr Loc (2) R/L Rr Wall Mid
HELMET STORAGE REAR CREW OUTER LOCATION

The outboard rear crew area of the cab shall include two (2) helmet storage brackets. The brackets shall be located on the middle outboard section on both the right and left side of the rear wall.

1364-004 Helmet Storage Rr Crew Otr OnScene Talon
HELMET STORAGE REAR CREW OUTER

The rear outer crew area shall include OnScene Solutions Talon helmet storage designed to meet current NFPA regulations. The Talon shall be constructed of aluminum and stainless steel. The Talon shall securely fasten fire helmets to flat cab surfaces. The Talon features multi-adjustable brim points for nearly any helmet size or configuration.

1511-003 Windshield Wiper System Single Motor

WINDSHIELD WIPER SYSTEM

The cab shall include a dual arm wiper system which shall clear the windshield of water, ice and debris. There shall be two (2) windshield wipers which shall be affixed to a radial wet arm. The system shall include a single motor which shall initiate the arm in which both the left hand and right hand windshield wipers are attached, initiating a back and forth motion for each wiper. The wiper motor shall be activated by an intermittent wiper control located within easy reach of the driver's position.

1534-002 Electronic Windshield Fluid Level Indicator

ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR

The windshield washer fluid level shall be monitored electronically. When the washer fluid level becomes low the yellow "Check Message Center" indicator light on the instrument panel shall illuminate and the message center in the dual air pressure gauge shall display a "Check Washer Fluid Level" message.

1103-004 Cab Door Hardware Chrome w/Scuff Plate

CAB DOOR HARDWARE

The cab entry doors shall be equipped with exterior pull handles, suitable for use while wearing firefighter gloves. The handles shall be made of aluminum with a chrome plated finish.

The interior exit door handles shall be flush paddle type with a black finish, which are incorporated into the upper door panel.

All cab entry doors shall include locks which are keyed alike. The door locks shall be designed to prevent accidental lockout.

The exterior pull handles shall include a scuff plate behind the handle constructed of polished stainless steel to help protect the cab finish.

1111-001 Door Locks Manual

DOOR LOCKS

Each cab entry door shall include a manually operated door lock. The each door lock may be actuated from the inside of the cab by means of a red knob located on the paddle handle of the respective door or by using a TriMark key from the exterior. The door locks are designed to prevent accidental lock out.

1115-002 Door Lock LH Rear Cab Compartment Manual

DOOR LOCK LH REAR CAB COMPARTMENT

The left hand side rear compartment shall feature a manual door lock.

1116-002 Door Lock RH Rear Cab Compartment Manual

DOOR LOCK RH REAR CAB COMPARTMENT

The right hand side rear compartment shall feature a manual door lock.

1503-003 Grab Handles SS 18" w/Scuff Plate

GRAB HANDLES

The cab shall include one (1) 18.00 inch knurled, anti-slip, one-piece exterior assist handle behind each cab door. The assist handle shall be made of 14 gauge 304- stainless steel and be 1.25 inch diameter to enable easy grabbing with the gloved hand. Each assist handle shall include a stainless steel plate which saves the cab from scuffs through continued use of the handle.

1504-016 Mirror Aerodynamic Retrac 613315 Rmt Htd Ltd

REARVIEW MIRRORS

Retrac Aerodynamic West Coast style dual vision mirror heads model 613315 shall be provided and installed each of the front cab doors.

The mirrors shall be mounted via 1.00 inch diameter tubular stainless steel arms to provide a rigid mounting to reduce vibration.

The mirrors shall measure 8.00 inches wide X 19.00 inches high and shall include an integral convex mirror in the mirror head below the flat glass to provide wider field of vision. The flat and convex mirrors shall be motorized with remote horizontal and vertical adjustment. The control switches shall be mounted within easy reach of the driver. The flat and convex mirrors shall be heated for defrosting in severe cold weather conditions.

The mirror backs shall be constructed of vacuum formed chrome plated ABS plastic housings that are corrosion resistant and shall include an amber marker light. The mirrors shall be manufactured with the finest quality non-glare glass.

1529-003 Rearview Mirror Heat Sw MUX

REARVIEW MIRROR HEAT SWITCH

The heat for the rearview mirrors shall be controlled through a virtual button on the Vista display and control screen.

1513-010 Cab Fender Alum Wide

CAB FENDER

Full width wheel well liners shall be installed on the extruded cab to limit road splash and enable easier cleaning. Each two-piece liner shall consist of an inner liner 16.00 inches wide made of vacuum formed ABS composite and an outer fenderette 5.00 inches wide made of 12 gauge polished aluminum.

1526-004 Cab Ext Frt & Side Emblems

CAB EXTERIOR FRONT & SIDE EMBLEMS

The cab shall include three (3) Spartan emblems. There shall be one (1) installed on the front air intake grille and one (1) installed on each side of the cab exterior above the wheel well.

1502-019 Cab Exterior Model Nameplate Metro Star

CAB EXTERIOR MODEL NAMEPLATE

The cab shall include custom "Metro Star" nameplates on the front driver and officer side doors.

5109-001 Ign Mstr Sw w/Keyless Start

IGNITION

A master battery system with a keyless start ignition system shall be provided. Each system shall be controlled by a one-quarter turn Cole Hersee switch, both of which shall be mounted to the left of the steering wheel on the dash. A chrome push type starter button shall be provided adjacent to the master battery and ignition switches.

Each switch shall illuminate a green LED indicator light on the dash when the respective switch is placed in the "ON" position.

The starter button shall only operate when both the master battery and ignition switches are in the "ON" position.

5101-002 Batt (6) Group 31 Harris

BATTERY

The single start electrical system shall include six (6) Harris BCI 31 950 CCA batteries with a 210 minute reserve capacity and 4/0 welding type dual path starter cables per SAE J541. The cables shall have encapsulated ends with heat shrink and sealant.

5106-003 Batt Tray (2) R/L Steel

BATTERY TRAY

The batteries shall be installed within two (2) steel battery trays located on the left side and right side of the chassis, securely bolted to the frame rails. The battery trays shall be coated with the same material as the frame.

The battery trays shall include drain holes in the bottom for sufficient drainage of water. A durable, non-conducting, interlocking mat made by Dri-Dek shall be installed in the bottom of the trays to allow for air flow and help prevent moisture build up. The batteries shall be held in place by non-conducting phenolic resin hold down boards.

5107-007 Batt Box Cover (2) Steel w/Black Handles

BATTERY BOX COVER

Each battery box shall include a steel cover which protects the top of the batteries. Each cover shall include flush latches which shall keep the cover secure as well as a black powder coated handle for convenience when opening.

5102-001 Batt Cables

BATTERY CABLE

The starting system shall include cables which shall be protected by 275 degree F. minimum high temperature flame retardant loom, sealed and encapsulated at the ends with heat shrink and sealant.

5108-002 Batt Jumper Stud Frt LH Lwr Step

BATTERY JUMPER STUD

The starting system shall include battery jumper studs. These studs shall be located in the forward most portion of the driver's side lower step. The studs shall allow the vehicle to be jump started, charged, or the cab to be raised in an emergency in the event of battery failure.

5104-002 Alternator Leece-Neville 320A

ALTERNATOR

The charging system shall include a 320 amp Leece-Neville 12 volt alternator. The alternator shall include a self-exciting integral regulator.

5105-002 Starter Motor Prestolite

STARTER MOTOR

The single start electrical system shall include a Prestolite brand starter motor.

5202-004 Batt Cond Kussmaul 1200 Bhd Drv Seat

BATTERY CONDITIONER

A Kussmaul 1200 battery conditioner shall be supplied. The battery conditioner shall be mounted in the cab behind the driver's seat.

5203-002 Batt Cond Display LH Mid Glass

BATTERY CONDITIONER DISPLAY

A Kussmaul battery conditioner display shall be supplied. The battery conditioner display shall be mounted in the cab, viewable through the cab mid side window behind the left front door.

3314-011 Aux Air Cmp Kussmaul Auto Pump 120V Bhd Off w/Auto Drain Horiz

AUXILIARY AIR COMPRESSOR

A Kussmaul Auto Pump 120V air compressor shall be supplied. The air compressor shall be installed behind the officer's seat horizontally oriented. The air compressor shall be plumbed to the air brake system to maintain air pressure. The air compressor shall include an auto drain as an extra precaution to prevent moisture from entering the air system. The automatic moisture drain shall be plumbed into the system between the auxiliary air compressor pump and the air tanks.

5204-055 Elec Inlet 120V 20A Auto Eject

ELECTRICAL INLET

A Kussmaul 20 amp super auto-eject electrical receptacle shall be supplied. It shall automatically eject the plug when the starter button is depressed.

A single item or an addition of multiple items must not exceed the rating of the electric inlet that it's connected to.

Amp Draw Reference List:
Kussmaul 1000 Charger - 3.5 Amps
Kussmaul 1200 Charger - 10 Amps
Kussmaul 35/10 Charger - 10 Amps
1000W Engine Heater - 8.33 Amps
1500W Engine Heater - 12.5 Amps
120V Air Compressor - 4.2 Amps

5209-002 Elec Inlet Location LH Cab Side Mid

ELECTRICAL INLET LOCATION

An electrical inlet shall be installed on the left hand side of cab over the wheel well.

5210-005 Elec Inlet Conn to Batt Conditioner & Air Pump

ELECTRICAL INLET CONNECTION

The electrical inlet shall be connected to the battery conditioner and the air pump.

5206-002 Elec Inlet Color Yellow

ELECTRICAL INLET COLOR

The electrical inlet connection shall include a yellow cover.

5301-100 Headlights 4 Headlamps Halogen

HEADLIGHTS

The cab front shall include four (4) rectangular halogen headlamps with separate high and low beams mounted in bright chrome bezels.

5303-005 Frt Turn Signals Whelen 600 LED Above Frt Warn

FRONT TURN SIGNALS

The front fascia shall include two (2) Whelen model 600 4.00 inch X 6.00 inch programmable amber LED turn signals which shall be installed in a polished aluminum housing above and outboard of the front warning and head lamps.

5337-001 Headlights Below Frt Warn Lts

HEADLIGHT LOCATION

The headlights shall be located on the front fascia of the cab directly below the front warning lights.

5336-003 Side Turn/Marker Lts LED

SIDE TURN/MARKER LIGHTS

The sides of the cab shall include two (2) LED round side marker lights which shall be provided just behind the front cab radius corners.

5302-003 Marker & ICC Lts Face Mnt LED

MARKER AND ICC LIGHTS

In accordance with FMVSS, there shall be five (5) LED cab marker lamps designating identification, center and clearance provided. These lights shall be installed on the face of the cab within full view of other vehicles from ground level.

5350-060 Hdlt & Mrkr Lt Actv MUX/DRL

HEADLIGHT AND MARKER LIGHT ACTIVATION

The headlights and marker lights shall be controlled via a virtual button on the Vista display. There shall be a virtual dimmer control on the Vista display to adjust the brightness of the dash lights. The headlamps shall be equipped with the "Daytime Running" light feature, which shall illuminate the headlights to 80% brilliance when the battery master switch is in the "On" position and the parking brake is released.

5308-011 Ground Lts LED Resp Side Dr, Prk Brk Sw & Vista

GROUND LIGHTS

Each door shall include an NFPA compliant LED ground light mounted to the underside of the cab step below each door. The lights shall include a polycarbonate lens, a housing which is vibration welded and LEDs which shall be shock mounted for extended life. The ground lighting shall be activated by the opening of the door on the respective cab side, when the parking brake is set and through a virtual button on the Vista display and control screen.

5309-003 Step Lts LED
STEP LIGHTS

The middle step located at each door shall include a recess mounted 4.00 inch round LED light which shall activate with the opening of the respective door.

5312-001 Engine Cmpt Work Lt (1)
ENGINE COMPARTMENT LIGHT

There shall be an incandescent NFPA compliant light mounted under the engine tunnel for area work lighting on the engine. The light shall include a polycarbonate lens, a housing which is vibration welded and a bulb which shall be shock mounted for extended life. The light shall activate automatically when the cab is tilted.

5317-095 Frt Scene Lts FRC Spectra 12V LED
FRONT SCENE LIGHTS

The front of the cab shall include one (1) Fire Research Spectra model, universal mount scene light installed on the brow of the cab.

The lamp head shall have eighty-four (84) ultra-bright white LEDs, seventy-two (72) for flood lighting and twelve (12) to provide a spot light beam pattern. The lamp head shall draw 18 amps and generate 20,000 lumens. The lamp head shall have a unique lens that directs flood lighting onto the work area and focuses the spot light beam into the distance. The angle of elevation of the lamp head shall be adjustable at a pivot in the mounting arm and the position locked with a round knurled locking knob. The lamp head shall incorporate heat-dissipating fins and be no more than 4.00 inches high by 11.50 inches wide. The lamp head shall be powder coated white.

5329-003 Frt Scene Lt Loc Ctr Brow Pos
FRONT SCENE LIGHT LOCATION

There shall be one (1) scene light mounted center on the front brow of the cab.

5335-003 Frt Scene Lts Actv Vista
FRONT SCENE LIGHTS ACTIVATION

The front scene lighting shall be activated by a virtual button on the Vista display and control screen.

5306-073 Side Scene Lts FRC Spectra LED 12V
SIDE SCENE LIGHTS

The side of the cab shall include two (2) Fire Research Spectra model scene lights, one (1) each side, which shall be surface mounted.

Each lamp head shall have sixty (60) ultra-bright white LEDs, 56 for flood lighting and 4 to provide a spot light beam pattern. Each lamphead shall draw 13/6.5 amps, and generate 15,000 lumens of light. The lamphead shall have a unique lens that directs flood lighting onto the work area and focuses the spot light beam into the distance. Each lamp head shall be no more than 5 7/8" high by 14 1/2" wide and have a profile of less than 1 7/8" beyond the mounting surface and shall be powder coated white.

5318-004 Side Scene Lt Loc Upper Mid Rwd 10" Roof Position

SIDE SCENE LIGHT LOCATION

The scene lighting located on the left and right sides of the cab shall be mounted rearward of the cab "B" pillar in the 10.00 inch raised roof portion of the cab between the front and rear crew doors.

5316-008 Side Scene Actv Indv Vista Buttons & Resp Side Door

SIDE SCENE ACTIVATION

The scene lights shall be activated by two (2) virtual buttons on the Vista display and control screen(s), one (1) for each light, and by opening the respective side cab doors.

5305-155 Interior Overhead Lts Weldon w/Front Map Lts/MUX Actv

INTERIOR OVERHEAD LIGHTS

The cab shall include a two-section, red and clear Weldon incandescent dome lamp located over each door. The dome lamps shall be rectangular in shape and shall measure approximately 9.50 inches in length X 5.00 inches in width with a black colored bezel. The clear portion of each lamp shall be activated by opening the respective door and via the multiplex display and both the red and clear portion can be activated by individual switches on each lamp.

An additional incandescent three (3) light module with dual map lights shall be located over the engine tunnel which can be activated by individual switches on the lamp.

5310-040 Map Lt Sunnex Ovrhd Roof Slope R/L

MAP LIGHTS

Two (2) Sunnex swivel map lights shall be provided. The lights shall have a frosted lens and a control switch on the base. The lights shall be mounted on the roof slope above the right and left hand seats.

5406-001 Do Not Move App Lt Flashing Red w/Alarm

DO NOT MOVE APPARATUS LIGHT

The front headliner of the cab shall include a flashing red light clearly labeled "Do Not Move Apparatus". In addition to the flashing red light, an audible alarm shall be included which shall sound while the light is activated.

The flashing red light shall be 6.00 inches long X 2.50 inches wide X 1.75 inches high and shall be located centered left to right for greatest visibility.

The light and alarm shall be interlocked for activation when either a cab door is not firmly closed or an apparatus compartment door is not closed, and the parking brake is released.

5422-002 Mstr Warn Sw MUX
MASTER WARNING SWITCH

A master switch shall be included, as a virtual button on the Vista display and control screen which shall be labeled "E Master" for identification. The button shall feature control over all devices wired through it. Any warning device switches left in the "ON" position when the master switch is activated shall automatically power up.

5409-002 Headlight Flasher Alternating
HEADLIGHT FLASHER

An alternating high beam headlight flashing system shall be installed into the high beam headlight circuit which shall allow the high beams to flash alternately from left to right.

Deliberate operator selection of high beams will override the flashing function until low beams are again selected. Per NFPA, these clear flashing lights will also be disabled "On Scene" when the park brake is applied.

5425-003 Headlight Flasher Sw MUX
HEADLIGHT FLASHER SWITCH

The flashing headlights shall be activated through a virtual button on the Vista display and control screen.

5401-002 Inboard Frt Warn Lts Whelen 600 Series Super LED Chrm Bezel
INBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen 600 series Super LED front warning lights in the left and right inboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

5413-003 Inboard Frt Warn Lts Color Red w/Clr Lens
INBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the inboard positions shall be red with a clear lens.

5414-002 Outboard Frt Warn Lts Whelen 600 Super LED Chrm Bezel
OUTBOARD FRONT WARNING LIGHTS

The cab front fascia shall include two (2) Whelen 600 series Super LED front warning lights in the left and right outboard positions. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the front fascia of the cab within a chrome bezel.

5415-003 Outboard Frt Warn Lts Color Red w/Clr Lens

OUTBOARD FRONT WARNING LIGHTS COLOR

The warning lights mounted on the cab front fascia in the outboard position shall be red with a clear lens.

5423-003 Frt Warn Sw Vista

FRONT WARNING SWITCH

The front warning lights shall be controlled through a virtual control on the Vista display and control screen. This switch shall be clearly labeled for identification.

5404-002 Intersection Warn Lts Whelen 600 Series Super LED

INTERSECTION WARNING LIGHTS

The chassis shall include two (2) Whelen 600 series Super LED intersection warning lights, one (1) each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors.

5419-003 Int Warn Lts Color Red w/Clr Lens

INTERSECTION WARNING LIGHTS COLOR

The intersection lights shall be red with a clear lens.

5420-009 Intersection Warn Lts Location Bumper Tail Recess Mnt

INTERSECTION WARNING LIGHTS LOCATION

The intersection lights shall be recess mounted into the side face of the bumper.

5402-002 Side Warn Lts Whelen 600 Super LED

SIDE WARNING LIGHTS

The cab sides shall include two (2) Whelen 600 series Super LED warning lights, one (1) on each side. The lights shall feature multiple flash patterns including steady burn for solid colors and multiple flash patterns for split colors. The lights shall be mounted to the sides of the cab within a chrome bezel.

5418-003 Side Warn Lts Color Red w/Clr Lens

SIDE WARNING LIGHTS COLOR

The warning lights located on the side of the cab shall be red with clear lens.

5412-002 Side Warn Lts Location Lwr Mid

SIDE WARNING LIGHTS LOCATION

The warning lights on the side of the cab shall be mounted over the front wheel well directly over the center of the front axle.

5424-003 Side & Intersection Warn Sw MUX

SIDE AND INTERSECTION WARNING SWITCH

The side warning lights shall be controlled through a virtual button on the Vista display and control screen. This button shall be clearly labeled for identification.

5403-050 Lightbar Prov Wire & Mnt Spartan Supply

LIGHTBAR PROVISION

There shall be one (1) light bar installed on the cab roof. The light bar shall be provided and installed by Spartan Chassis. The light bar installation shall include mounting and wiring to a control switch on the cab dash.

5450-004 Cab Frt Lightbar Whelen Freedom FN72QLED Layout 2

CAB FRONT LIGHTBAR

The lightbar provisions shall be for one (1) Whelen brand Freedom FN72QLED lightbar mounted centered on the front of the cab roof. The lightbar shall be 72.00 inches in length. The lightbar shall feature twelve (12) red LED lights and two (2) clear LED lights. The clear lights shall be disabled with park brake engaged. The cable shall exit the lightbar on the right side of the cab.

5426-003 Lightbar Sw Vista

LIGHTBAR SWITCH

The light bar shall be controlled by a virtual button on the Vista display and control screen. This button shall be clearly labeled for identification.

5407-019 Int Dr Open Warn Lts Amber Weldon 15" LED Direc Flsh

INTERIOR DOOR OPEN WARNING LIGHTS

The interior of each door shall include one (1) 15.87 inch long X 0.73 inch tall amber Weldon LED warning light. The light shall be located on the upper portion of the door frame to be visible when a person is standing in front of the door while entering or exiting the cab. Each light shall activate with a scrolling directional flash pattern which moves from inside to outside when the door is in the open position. This shall serve as a warning to oncoming traffic.

5510-004 Siren Ctrl Head Whelen 295HFS2

SIREN CONTROL HEAD

A Whelen 295HFS2 electronic siren control head with remote amplifier shall be provided and flush mounted in the switch panel with a location specific to the customer's needs. The siren shall feature 200-watt output, hands free mode and shall be in "standby" mode awaiting instruction. The siren shall offer radio broadcast, public address, wail, yelp, or piercer tones and hands free operation which shall allow the operator to turn the siren on and off from the horn ring if a horn/siren selector switch option is also selected.

5514-005 Horn Btn Sel Sw Elec Horn/Air Horn MUX

HORN BUTTON SELECTOR SWITCH

A virtual button on the Vista display and control screen shall be provided to allow control of either the electric horn or the air horn from the steering wheel horn button. The electric horn shall sound by default when the selector switch is in either position to meet FMCSA requirements.

5512-004 Air Horn Actv Strg Whl/PB Sw Pnl

AIR HORN ACTIVATION

The air horn activation shall be accomplished by the steering wheel horn button for the driver and a black momentary push button on the switch panel. An air horn activation circuit shall be provided to the chassis harness pump panel harness connector.

5513-091 Mech Siren Actv R/L Ft Sw/Brk Sw MUX & PB, Prk Brk Ctrl

MECHANICAL SIREN ACTIVATION

The mechanical siren shall be actuated by two (2) Linemaster model SP491-S81 foot switches mounted in the front section of the cab for use by the driver and officer. Two (2) siren brake controls shall be provided. One (1) shall be a push button type and one (1) shall be provided on the Vista display.

The siren activation shall be interlocked with the park brake and shall only be active when master warning switch is on to prevent accidental engagement.

5515-006 Elec Siren Aux Actv LH Ft Sw

ELECTRONIC SIREN AUXILIARY ACTIVATION

The electronic siren shall include activation by a left hand side foot switch.

5505-002 Back-Up Alarm Ecco 575

BACK-UP ALARM

An ECCO model 575 backup alarm shall be installed at the rear of the chassis with an output level of 107 dB. The alarm shall automatically activate when the transmission is placed in reverse.

5601-005 Instrumentation Standard

INSTRUMENTATION

An ergonomically designed instrument panel shall be provided. Each gauge shall be backlit with LED lamps. Stepper motor movements shall drive all gauges. The instrumentation system shall be multiplexed and shall receive ABS, engine, and transmission information over the J1939 data bus to reduce redundant sensors and wiring.

The instrument panel shall contain the following gauges:

One (1) electronic speedometer shall be included. The primary scale on the speedometer shall read from 0 to 100 MPH, and the secondary scale on the speedometer shall read from 0 to 160 KM/H.

One (1) electronic tachometer shall be included. The scale on the tachometer shall read from 0 to 3000 RPM.

One (1) two-movement gauge displaying primary system, and secondary system air volumes and integral LCD odometer/trip odometer shall be included on the lower portion of the LCD. The scale on the air pressure gauges shall read from 0 to 150 pounds per square inch (PSI). The air pressure scales shall be linear to operate with an accuracy of 1 degree of the measured data with a red indication zone on the gauge showing critical levels of air pressure. A red indicator light in the gauge shall indicate a low air pressure, as well as a message on the LCD screen. The odometer shall display up to 9,999,999.9 miles. The trip odometer shall display 9,999.9 miles. The LCD shall display Transmission Temperature in degrees Fahrenheit on the upper portion of the LCD. The LCD screen shall also be capable of displaying certain diagnostic functions.

One (1) four-movement gauge displaying engine oil pressure, coolant temperature, fuel level, voltmeter, and an indicator bar displaying Diesel Exhaust Fluid (DEF) LED bar shall be included. The scale on the engine oil pressure gauge shall read from 0 to 120 pounds per square inch (PSI). The engine oil pressure scale shall be linear to operate with an accuracy of 1 degree of the measured. A red indicator light in the gauge shall indicate a low engine oil pressure, as well as a message on the LCD screen. The scale on the coolant temperature gauge shall read from 100 to 250 degrees Fahrenheit (F). The coolant temperature scale shall be linear to operate with an accuracy of 1 degree of the measured data with a red indication zone on the gauge showing critical levels of air pressure. A red indicator light in the gauge shall indicate high coolant temperature, as well as a message on the LCD screen. The scale on the fuel level gauge shall read from empty to full as a percentage of fuel remaining. An amber indicator light shall indicate low fuel at 25% tank level. The scale on the voltmeter shall read from 10 to 16 volts with a red indication zone on the gauge showing critical levels of battery voltage. A red indicator light shall indicate high or low system voltage, as well as a message on the LCD screen. The scale on the DEF LED bar will consist of four (4) LEDs displaying levels in increments of 25% of useable DEF in green. Upon decreasing levels, the indicator bar will change colors to notify the driver of decreasing levels of DEF and action will be required. An amber indicator light shall indicate low levels of DEF, as well as a message on the LCD screen and an audible alarm.

The instrument panel shall include a light bar that will contain the following LED indicator lights:

RED LAMPS

Low Primary Air Pressure (located in gauge)
Low Secondary Air Pressure (located in gauge)
Stop Engine-indicates critical engine fault
Air Filter Restricted-indicates excessive engine air intake restriction
Park Brake-indicates parking brake is set
Seat Belt Indicator-indicates when a seat is occupied and corresponding seat belt remains unfastened
Volts-indicates high or low system voltage (located in gauge)
Low Oil Pressure-indicates low engine oil pressure (located in gauge)
High Coolant Temperature-indicates excessive engine coolant temperature (located in gauge)
DEF Level Bar-DEF level is at critically low level (located in gauge)

AMBER LAMPS

MIL-indicates an engine emission control system fault
Check Engine-indicates engine fault
Check Trans-indicates transmission fault
High Transmission Temperature-indicates excessive transmission oil temperature
ABS-indicates anti-lock brake system fault
Wait to Start-indicates active engine air preheat cycle
HEST-indicates a high exhaust system temperature
Water in Fuel-indicates presence of water in fuel filter
DPF-indicates a restriction of the diesel particulate filter
Regen Inhibit-indicates regeneration has been postponed due to user interaction
Range Inhibit-indicates a transmission operation is prevented and requested shift request may not occur.
SRS-indicates a problem in the RollTek supplemental restraint system
Low Fuel-indicates low fuel, (located in gauge)
DEF-indicates a low level of DEF fluid (located in gauge)
DEF Level Bar-DEF level is at a low level (located in gauge)

GREEN LAMPS

Left and Right turn signal indicators
ATC-indicates low wheel traction for automatic traction control equipped vehicles, also indicates mud/snow mode is active for ATC system
High Idle-indicates engine high idle is active.
Cruise Control-indicates cruise control is active
OK to Pump-indicates the pump engage conditions have been met
Pump Engaged-indicates the pump is currently in use
Auxiliary Brake-indicates secondary braking device is active
DEF Level Bar-indicates useable levels of DEF: 25%, 50%, 75%, 100% (located in gauge)

BLUE LAMPS

High Beam Indicator

CONSTANT AUDIBLE ALARMS FROM GAUGE PACKAGE

High Trans Temp
High or Low Voltage
Seatbelt

Check Engine
Check Transmission
Stop Engine
Low Air Pressure
Fuel Low
Water in Fuel
ESC
High Coolant Temperature
Low Engine Oil Pressure
Low Coolant Level
Low DEF Level

OSCILLATING AUDIBLE ALARMS FROM GAUGE PACKAGE

Air Filter
Extended Left and Right Turn remaining on
Cab Ajar
Door Ajar
Low Oil Level

5624-001 Backlighting Color Red

BACKLIGHTING COLOR

The instrumentation gauges and the switch panel legends shall be backlit using red LED backlighting.

5613-007 Aux Speedometer Digital RH Overhead

AUXILIARY SPEEDOMETER

The overhead area forward of the right hand front seating position shall include an auxiliary speedometer which shall feature a digital readout.

5701-019 Radio Jensen WB/AM/FM/CD/iPod/Sat Ovrhd LH

RADIO

A Jensen radio with weather band, AM/FM stereo receiver, compact disc (CD) player, rear iPod input pigtail connector, satellite radio capability, a front panel mini stereo input jack, and four (4) speakers shall be installed in the cab. The CD player shall be compatible with CD-R, CD-RW and MP3 format discs. The radio shall be installed in the left hand overhead position. The speakers shall be installed inside the cab with two (2) speakers recessed within the headliner of the front of the cab just behind the windshield and two (2) speakers on the upper rear wall of the cab.

5707-002 AM/FM Antenna LH Fwd Cab Roof

AM/FM ANTENNA

A small antenna shall be located on the left hand side of the cab roof for AM/FM and weather band reception.

5706-009 Cam Rr & RH Box on (2) Vistas

CAMERA

An Audiovox Voyager heavy duty rearview camera system shall be supplied. The system shall include one (1) box shaped camera shall be shipped loose for OEM installation in the body to afford the driver a clear view to the rear of the vehicle as well as one (1) box shaped camera which shall be mounted on the officer side of the cab above the front door.

The camera shall be wired to dual Weldon Vista displays which shall be located on the driver and officer sides of the dash. The rear camera display shall activate when the vehicle's transmission is placed in reverse. The side camera display shall activate when the respective side turn signal is activated. The camera system display can also be activated through the Vista display panel.

8806-001 Fire Extinguisher Ship Loose

FIRE EXTINGUISHER

A 2.50 pound D.O.T approved fire extinguisher with BC rating shall be shipped loose with the cab.

8810-001 Door Keys for Manual Locks (4)

DOOR KEYS

The cab and chassis shall include a total of four (4) door keys for the manual door locks.

8003-085 Warranty Cab and Chassis 2013 (2) Year

WARRANTY

The chassis manufacturer shall provide a limited parts and labor warranty to the original purchaser of the custom built cab and chassis for a period of twenty-four (24) months, or the first 36,000 miles, whichever occurs first. The warranty period shall commence on the date the vehicle is delivered to the end user. The warranty shall include conditional items listed in the detailed warranty document which shall be provided upon request.

8030-006 Operation Manual Digital Copy (2)

OPERATION MANUAL

There shall be two (2) digital copies of the chassis operation manual provided with the chassis. The digital data shall include a parts list specific to the chassis model.

8031-009 Engine & Transmission Operation Manual Digital Copy (2)

ENGINE AND TRANSMISSION OPERATION MANUALS

There shall be two (2) digital copies of the engine operation manual and two (2) digital copies of the transmission operation manual specific to the model ordered included with the chassis in the ship loose items.

8805-007 As Built Wiring Diagrams Digital Copy (2)

AS BUILT WIRING DIAGRAMS

The cab and chassis shall include two (2) digital copies of wiring schematics and option wiring diagrams.

TOWNSHIP OF WILKINS

RESOLUTION NO. 03-13

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT BETWEEN THE TOWNSHIP OF WILKINS AND BELLAGIO REAL ESTATE, LLC

WHEREAS, the Township of Wilkins and Bellagio Real Estate, LP entered into a Developer's Agreement on March 6, 2006 in compliance with the Land Development and Subdivision Ordinance of the Township of Wilkins for a 20 Unit Development on an 8.80 acre parcel of land known as Vineseian Place; and

WHEREAS, at their September 10, 2012 meeting, the Board of Commissioners agreed to amend the Developer's Agreement as follows:

1) Paragraph 8: Amended to require 110% of the cost of construction of the remaining sidewalks, or $15,686 for financial security;
2) Paragraph 11: Amended to require 15% of the actual cost of paving or $7,100 to be placed in an escrow account; and

WHEREAS, the letter of credit held by First National Bank for this development will be replaced by the Escrow Account upon execution of the attached documents.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby authorizes the replacement of the Letter of Credit with an Escrow Agreement as approved at the September 10, 2012 meeting of the Board of Commissioners and authorizes the appropriate officials to execute the Escrow Agreement which is attached hereto and made a part hereof.

Adopted this 14th day of January, 2013 by the Township of Wilkins.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President

ESCROW AGREEMENT

MADE as the 15th day of December, 2012, among BELLAGIO REAL ESTATE, LP, a Pennsylvania limited partnership (hereinafter referred to as the "Developer)", and the TOWNSHIP OF WILKINS (hereinafter referred to as the "Township") and FIRST NATIONAL BANK OF PENNSYLVANIA, a national bank formed under the laws of the United States of America (hereinafter referred to as "FNB").

WITNESSETH

WHEREAS, the Developer is undertaking the development of a 20 unit development on an 8.82 acre parcel of land situate in the Township of Wilkins, Allegheny County, Pennsylvania (the "Project"); and

WHEREAS, the Developer and the Township have executed a Development Agreement dated March 6, 2006 in connection with the Project (the "Township Developers Agreement"), pursuant to which the Developer agreed to construct certain improvement; and

WHEREAS, pursuant to the terms of the Developers Agreement, Developer is required to provide financial security guaranteeing completion of the improvements and maintenance thereof; and

WHEREAS, in order to satisfy said requirement, FNB issued its Letter of Credit No. #1409 dated November 26,2007 to the Township (the "Letter of Credit"); and

WHEREAS, the parties hereto wish to substitute an escrow account for the Letter of Credit; and

WHEREAS, all of said improvements have been completed except for completion of the sidewalks (the "Remaining Improvements").

NOW THEREFORE, in consideration of the mutual covenants hereinafter stated and intending to be legally bound hereby, the parties agree as follows:

1. Recitals: The foregoing preamble clauses are incorporated herein by reference thereto.

2. Termination of Letter of Credit. The Township acknowledges and agrees that the Letter of Credit has terminated, is of no further force and effect, and no advances shall be made thereunder. The Township further acknowledges that it has lost the Letter of Credit and cannot surrender it to FNB.

3. Escrow Deposit: Simultaneously with the execution hereof, Developer has deposited the sum of $22,786 with FNB (the "Escrowed Funds"), of which $15,686 (the "Completion Deposit") represents the financial security required under Section 8 of the Township Developer's Agreement, and $7,100 (the "Maintenance Deposit") represents the financial security required under Section 11 of the Township Developer's Agreement. Developer shall have no right to withdraw the Escrowed Funds except as provided in this Agreement.

4. Non-Interest Bearing Account.: FNB shall hold the Escrowed Funds in a non-interest bearing account subject to the terms of this Agreement.

5. Construction: The Township hereby agrees to permit partial releases of funds from the Construction Deposit upon written request by the Developer and the Township as the construction of the Remaining Improvements is completed, upon inspection and written approval of construction by the Township Engineer to pay for the costs of the Remaining Improvements as set forth in the Township Development Agreement. Where the Township and Developer submit invoices to FNB, FNB will promptly release funds to pay such invoices from the Construction Deposit. If the Developer pays the costs of the Remaining Improvements with its own funds, upon written request and satisfactory evidence of payment of said costs, the Township will approve release of such amount from the Construction Deposit to the Developer.

6. Maintenance. At any time prior to June 15,2014 (the "Termination Date"), Township may demand that funds be released to Township from the Maintenance Deposit for costs to correct any defects or operational difficulties in the improvements constructed by Developer as provided in Section 11 of the Township Maintenance Agreement.

6. Demand: If, after the lapse of Eighteen (18) month's time from the date hereof, the Remaining Improvements contemplated by this Agreement are not constructed and installed and approved by the Township, then and in that event the Township will demand and receive payment of any remaining balance of the Construction Deposit and proceed to use the funds received specifically to cause the completion of the Remaining Improvements to the extent permitted by the funds so made available. Any portion of the Maintenance Deposit still held by FNB on the Termination Date shall be refunded to Developer upon Developer's demand.

7. Payment By FNB: In the event the Township requests payment under this Agreement, FNB may, without duty of inquiry to the Developer, make the requested payment to the Township and Developer releases FNB from any liability or claim. In the event Developer submits documents showing the Township's approval for any payment, FNB may make payment to Developer and rely on such documents, without inquiry as to authenticity, and in such event Township releases FNB from any liability or claim. In the event Developer demands return of the Maintenance Deposit at any time after the Termination Date, FNB may, without duty of inquiry to the Township, make the requested payment to the Developer and the Township releases FNB from any liability or claim.

8. Indemnity: The Township and Developer agree to defend and hold FNB harmless from and against all costs, charges, damages and attorney's fees which it may incur or suffer in connection with this Escrow Agreement, including but not limited to any action, claim or litigation arising out of this Escrow Agreement. It is agreed that FNB may deduct sums from the Escrowed Funds to reimburse Escrow Agent for any such costs, charges, damages and/or attorney's fees.

9. Good Faith: FNB shall have no duties other than those expressly imposed on it herein and shall not be liable to any person for any act which it may do or omit to do while acting in good faith.

10. Interpleader: In the event of a dispute between parties hereto which cannot be expeditiously resolved within thirty (30) days after such dispute arises, FNB is authorized to interplead with the Court of Common Pleas the Escrowed Funds and obtain an order restraining the parties from any further action against said FNB in connection with the handling of said Escrowed Funds. The Township and the Developer agree to defend, pay and hold FNB harmless from and against all costs, damages and attorney's fees incurred or suffered in connection with said interpleader action, and to pay FNB a reasonable fee for its services rendered in connection with said interpleader action.

11. Notice: Any notice required or permitted to be given hereunder shall be deemed to have been duly given when addressed and mailed by Registered or Certified United States Mail to FNB or to Township or to Developer, as the case may be, at the following addresses, or to such other places as the parties may for themselves designate in writing, from time to time, for the purpose of receiving notices pursuant hereto:

FNB:	FIRST NATIONAL BANK OF PENNSYLVANIA 12 Federal Street, Suite 505 Pittsburgh, PA 15212 Attention: Investment Real Estate Group
Township:	Township Manager Township of Wilkins Irene J. Pohl Municipal Building 110 Peffer Road Turtle Creek, PA 15145-1192
Developer:	BELLAGIO REAL ESTATE, LP One Monroeville Center, Suite 1050 Monroeville, PA 15146

12. Law Governing: This Agreement shall be construed insofar as possible in accordance with the laws of the Commonwealth of Pennsylvania.

13. Successors and Assigns: The words "FNB" "Township" and "Developer" include singular or plural, individual or corporate, and their respective heirs, successors and assigns, as the case may be.

14. Amendments: This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

15. Severability: If any term or provision of this Agreement or the application thereof shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons, properties and circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16. Integration Clause: This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written relating to the subject matter hereof other than those specifically incorporated by reference herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Developer

WITNESS/ATTEST:

Ashley M. Moore

BELLAGIO REAL ESTATE, LP, a Pennsylvania limited liability company

By: _____ (SEAL)
Name:
Title: Managing Member

FNB:

_____

FIRST NATIONAL BANK OF PENNSYLVANIA

By: _____ (SEAL)
Name: Robert B Pondfey
Title: SVP

Township

Rebecca Bradley

TOWNSHIP OF WILKINS

By: _____ (SEAL)
Name: SYLVIA MARTINELLI
Title: PRESIDENT, BOARD OF COMMISSIONERS

TOWNSHIP OF WILKINS

RESOLUTION NO. 4-13

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC for the Dowling Street Area Sanitary Sewer Replacement Project.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 11th day of March, 2013.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 5-13

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA RESOLVING THAT THE TOWNSHIP OF WILKINS FORMALLY REQUESTS A GRANT FROM THE REDEVELOPMENT AUTHORITY OF ALLEGHENY COUNTY ("RAAC") AND DESIGNATING SYLVIA J. MARTINELLI AS THE OFFICIAL TO FILE ALL APPLICATIONS, DOCUMENTS AND FORMS BETWEEN THE TOWNSHIP OF WILKINS AND THE RAAC.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the RAAC in the amount of $250,000.00.

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins does hereby formally request a grant from the RAAC for the Linhart Area Sewer Separation Project.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Sylvia J. Martinelli (the "Authorized Official") as the official to file all applications, documents, and forms between the Township of Wilkins and the RAAC.

BE IT FURTHER RESOLVED, that the Applicant is hereby authorized to enter into the Grant Contract between the applicant and RAAC (the "Grant Contract") and any and all documents relating to the Grant Contract as may be required or necessary (said Grant Contract and other documents are collectively referred to as the "Grant Documents").

BE IT FURTHER RESOLVED, that the execution and delivery of the Grant Documents as well as all other agreements, writings and documents (and all changes, modifications and additions thereto) executed and delivered in connection with the transactions contemplated thereby be and hereby are approved and ratified and that the Authorized Official be and hereby is authorized to execute and deliver such documents.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, where applicable, the provision of the full local share of the project costs.

BE IT FURTHER RESOLVED, that the Township of Wilkins assures, that the project will be awarded or under construction within 180 days after contractual execution.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 11th day of March, 2013.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 06-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AMENDING RESOLUTION NUMBER 23-2010, TO INCLUDE A FEE FOR AN APPEARANCE BEFORE THE TURTLE CREEK VALLEY COUNCIL OF GOVERNMENT UNIFORM CONSTRUCTION CODE BOARD OF APPEALS.

WHEREAS, the Township requires fees for various permits and services; and

WHEREAS, these fees were most recently updated, consolidated and adopted by Resolution 23-2010 on November 22, 2010; and

WHEREAS, at their regularly scheduled meeting of April 9, 2012, the Board of Commissioners adopted Ordinance Number 1025, 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; and

WHEREAS, the Board of Commissioners also adopted Resolution 12-2012 at their regularly scheduled meeting of April 9, 2012, which adopted the by-laws established for the Turtle Creek Valley Council of Governments Joint Uniform Construction Code; and

WHEREAS, in accordance with Ordinance 1025 and Resolution 12-2012, the Turtle Creek Valley Council of Government Executive Board and the UCC Board.

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins hereby resolves that Resolution #23-2010 is hereby amended to include a schedule of fees for an appellant seeking regress through the Turtle Creek Valley Council of Governments Joint Uniform Construction Code Board, as follows:

FEES, CONSTRUCTION DOCUMENT REVIEW, APPLICATION AND PROCEDURES:

J. Application for Appeal of Uniform Construction Code Provision, pursuant to the bylaws of the Turtle Creek Valley Council of Governments Joint Uniform Construction Code are set at: $700.00.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 25th day of March, 2013.

ATTEST:

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli, President
Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 7-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING REBECCA BRADLEY, MANAGER, TO EXECUTE FOR AND IN BEHALF OF WILKINS TOWNSHIP ALL REQUIRED FORMS AND DOCUMENTS FOR THE PURPOSE OF OBTAINING FINANCIAL ASSISTANCE FOR THE HAZARD MITIGATION GRANT PROGRAM UNDER THE ROBERT T. STAFFORD DISASTER RELIEF AND EMERGENCY ASSISTANCE ACT

WHEREAS, the Pennsylvania Emergency Management Agency (PEMA) requires the Township to designate an agent for the purpose of obtaining financial assistance through the Hazard Mitigation Grant Program (HMGP) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288 as amended by Public Law 100-707).

NOW, THEREFORE, the Board of Commissioners of the Township of Wilkins do hereby resolve that Rebecca Bradley, Manager, is the Township's designated agent and hereby authorize the completion, execution and submission of the Designation of Agent form attached hereto and made a part hereof.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 29th day of April, 2013.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

Sylvia J. Martinelli

Sylvia J. Martinelli, Chairperson

TOWNSHIP OF WILKINS
RESOLUTION NO. 8-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, ACKNOWLEDGING AND AUTHORIZING THE PARTICIPATION OF THE WILKINS TOWNSHIP POLICE DEPARTMENT IN A JOINT DUI ENFORCEMENT PROGRAM KNOWN AS THE EAST HILLS DUI TASK FORCE AND FURTHER AUTHORIZING THE EXECUTION OF A COOPERATIVE AGREEMENT

WHEREAS, by Resolution 03-2004 adopted April 12, 2004, and by Resolution 18-2012, adopted June 11, 2012, the Board of Commissioners of the Township of Wilkins authorized the Wilkins Township Police Department to participate in a joint DUI enforcement program with the Boroughs of Churchill, Forest Hills, Oakmont, Plum and White Oak; the Municipalities of Monroeville and Penn Hills; and the Township of North Versailles; and

WHEREAS, it is the desire of said municipalities to execute an updated Municipal Police Cooperative Agreement authorizing their respective police departments to engage in the aforesaid joint DUI enforcement program, said updated agreement.

NOW, THEREFORE, the Commissioners of the Township of Wilkins, in meeting assembled, resolve as follows:

SECTION I: The Wilkins Township Police Department is hereby authorized to participate in a joint DUI enforcement program with the Boroughs of Churchill, Forest Hills, Oakmont, Plum and White Oak; the Municipalities of Monroeville and Penn Hills; and the Township of North Versailles.

SECTION II: The proper officers of the Township are authorized and directed to execute a Township Police Cooperative Agreement in the form read at this meeting, a copy is attached hereto, and incorporated in this Resolution.

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 13th day of May, 2013.

ATTEST:

Rebecca Bradley

Rebecca Bradley, Manager

TOWNSHIP OF WILKINS

By: _____
Sylvia J. Martinelli
Chairwoman

The East Hills DUI Task Force
Municipal Police Cooperative Agreement

This Agreement, made this 14th day of June, 2013 among the municipalities of Plum Borough, Monroeville, White Oak Borough, North Versailles Township, Wilkins Township, Oakmont Borough, Penn Hills and Forest Hills Borough witnesseth that:

Whereas, the respective municipalities are authorized by law to enter into a joint contract for mutual police aid and assistance; and

Whereas, increasing population and the common problem of driving under the influence have tended to obliterate municipal boundaries in enforcement of the laws in Allegheny County, Commonwealth of Pennsylvania; and

Whereas, there is an urgent need for uniformity and continuity in the enforcement of such laws in Allegheny County; and

Whereas, Allegheny County is an area of several police forces, each operating independently; and

Whereas, police officials of the aforementioned communities have manifested a genuine interest in safer communities through improved police service; and

Whereas, the aforementioned municipalities have determined that the provision of Mutual Police Aid across jurisdictional lines will increase their ability to enforce the driving under the influence laws and to preserve the safety and welfare of the entire area; and

Whereas, those same police officials desire a functional police program that contains the components of good police service; and

Whereas, it is desired by the signatory municipalities to enter into an agreement for the purpose of having available for use throughout the territorial limits of all municipalities signing this mutual, joint agreement, the services of police employed by any and all of the said municipalities, under the conditions set forth and in compliance with Municipal Police Jurisdiction 42 PA C.S.A; and

Whereas, cooperation among municipalities is the exercise and performance of their governmental powers, duties and functions and are authorized by the various acts of the General Assembly, to wit: 42 PA C.S.A., et al; and

Now therefore, the parties hereto, in consideration of the mutual covenants and conditions herein contained, promise and agree with each other as follows:

1. That all municipal boundaries of parties entering this agreement shall remain in full force and effect with the understanding and agreement that police officers of the signatory municipalities shall have all the powers and authorities conferred by law on the police in whatever municipality they may be involved. [42 PA C.S.A. 8953(a)(4)]

2. That the signatory municipalities have established a municipal DUI task force program to coordinate DUI enforcement and prosecution activities.

3. The municipalities intend to participate in and use a necessary part of these DUI activities.

4. Any employee of a party to this agreement shall remain an employee of his or her employer for the purpose of any activity under this agreement and each party shall maintain and be responsible for all employee compensation, benefits, insurance and other incidents of employment except as provided herein.
5. That each participating municipality shall, by becoming a signatory of this agreement, waive any and all claims against all other participating

municipalities hereto which may arise out of their officers police activities outside their respective jurisdictions while rendering police services under this agreement.

6. That each municipality shall save harmless other municipalities to this agreement from all claims by third parties suits, damages and losses, including costs, expenses and attorney fees incident to or resulting from any injury to any person or damage to property which may arise out of the rendering of police services under this agreement; and further that public liability insurance for both bodily injury and property damage liability covering police vehicles while on duty in the territorial limits of any of the participating municipalities shall be obtained by the individual signatory municipalities.

7. The parties hereto agree that any participating municipality may withdraw at any time from the within agreement providing for joint police services, by giving notice in writing to each of the other municipalities which are parties to the within agreement.

8. The parties hereto agree that the terms of this agreement shall be consistent with availability through a grant furnished by the Pennsylvania Department of Transportation, and furthermore that this agreement shall become null and void upon expiration of said funds.

In witness whereof, the parties hereto have caused this agreement to be executed by its authorized officer or officers thereon the day and year first above written.

ATTEST: Wilkins Township Police Department

Rebecca Bradley

Rebecca Bradley, Manager

Ed Krancic, Chief of Police

Date: 06/14/2013

TOWNSHIP OF WILKINS

RESOLUTION NO. 9-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, DECLARING CERTAIN PROPERTIES LOCATED IN THE TOWNSHIP OF WILKINS AS SLUM AND BLIGHT.

WHEREAS, there are several vacant and dilapidated structures located within the Township of Wilkins; and

WHEREAS, such structures constitute a health and safety hazard to our residents; and

WHEREAS, such structures identified for demolition will undergo condemnation proceedings outlined within local ordinances and are in declaration of the property as a public nuisance and as being in a hazardous or dangerous condition; and

WHEREAS, Allegheny County Department of Economic Development, through the CDBG Program has funds available for the removal of such structures; and

WHEREAS, the Township of Wilkins is desirous of obtaining such funds; and

WHEREAS, because of physical condition or use, 687 Negley Avenue, 255 Harrison Road and 687 Larimer Avenue are regarded as a public nuisances at common law and have been declared a public nuisance in accordance with local housing, building, plumbing, fire and related codes; and

WHEREAS, all four of these structures, because of physical condition, use or occupancy, are considered an attractive nuisance to children (including but not limited to abandoned wells, shafts, basements, excavations, and unsafe fences or structures); and

WHEREAS, all four of these structures, because they are dilapidated, unsanitary, unsafe, vermin-infested or lacking the facilities and equipment required by the housing code of the Municipality, have been designated by the department responsible for enforcement of the code as unfit for human habitation; and

WHEREAS, these four structures are a fire hazard, or otherwise dangerous to the safety of person or property; and

WHEREAS, utilities, plumbing, heating, sewerage or other facilities have been disconnected, destroyed, removed, or rendered ineffective from these structures, so that the structure is unfit for its intended use; and

WHEREAS, these structures are unoccupied and have been tax delinquent for a period of more than two years.

NOW THEREFORE, BE IT RESOLVED, this 21st day of May, 2012, that the Township of Wilkins determines and declares that such structures individually and collectively constitute blighted property in the municipality as defined by the Urban Redevelopment Law (1945, May 24, P.L. 991; 1978, June 23, P.L. 556, No. 94; as amended, 1988, March 30, P.L. 304, No. 39; and

RESOLVED AND ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 10th day of June, 2013.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 10-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, IN SUPPORT OF PREVAILING WAGE REFORM AND URGING THE PENNSYLVANIA GENERAL ASSEMBLY TO AMEND THE STATE PREVAILING WAGE ACT (ACT 442 OF 1961)

WHEREAS, the Pennsylvania Prevailing Wage Act requires that workers on public construction, reconstruction, demolition, alteration and/or repair projects with an estimated cost greater than $25,000 shall be paid a wage set by the Secretary of Labor and Industry rather than local market rates; and

WHEREAS, this threshold has not been updated since the 1960's even though costs have increased since that time, to the point that it captures nearly all public construction projects undertaken by municipalities; and

WHEREAS, prevailing wage requirements can increase the cost of many middle-range projects, generally by 10% to 15% depending on the region in which the project is being done, and as much as 20% to 30% in some rural areas, since prevailing wages are typically based on metropolitan areas where costs and wages are comparatively higher; and

WHEREAS, because of the financial challenges that local governments are experiencing, finding enough money to keep up with general repairs and maintenance is already an ongoing challenge, and adding another 10% to 15% estimated cost to some of these projects by requiring prevailing wages means some simply will not get done; and

WHEREAS, reforms would allow at least a portion of these state dollars to be used more effectively to address additional repairs to local roads and bridges, as well as to reduce the burden on local property tax dollars; and

WHEREAS, the Township of Wilkins would be able to undertake several projects without prevailing wages if the threshold were increased, reducing costs for project such as infrastructure and sanitary sewer construction; and

WHEREAS, the 2008 decision of the Pennsylvania Supreme Court in *Borough of Youngwood* v. *Pennsylvania Prevailing Wage Appeals Board* also impacted maintenance projects, increasing costs just because they are interpreted to be construction rather than maintenance, and therefore subject to prevailing wages; and

WHEREAS, any reforms to the Prevailing Wage Act not only have a critical impact on municipal budgets, but would also assist the state in using taxpayer dollars more strategically for the good of the entire Commonwealth; and

WHEREAS, the Pennsylvania Local Government Conference supports relief for municipalities from Prevailing Wage Act requirements, including increasing the threshold for prevailing wage projects or allowing a local option; now therefore it be

RESOLVED, that the Township of Wilkins support HB 796, which would increase the prevailing wage threshold to $100,000 and encourages the General Assembly to further amend this legislation to increase the threshold to fully represent the changes in inflation since the 1960's and apply an index that would ensure the threshold keeps pace with inflation going forward; and be it further

RESOLVED, that members of the General Assembly be urged to support these and any other proposals that offer relief to Pennsylvania's local governments and taxpayers from the burdens of the Prevailing Wage Act.

ADOPTED by the Wilkins Township Board of Commissioners at a duly assembled public meeting held this 10th day of June, 2013.

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairwoman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 11-2013

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING, ADOPTING AND PLACING INTO IMMEDIATE EFFECT THE EMERGENCY OPERATIONS PLAN

WHEREAS, Section 7503 of the Pennsylvania Emergency Management Services Code, 35 Pa. C.S. Section 7101 et seq., mandates that Wilkins Township prepare, maintain and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within this Township; and

WHEREAS, in response to the mandate stated above, this Township has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS, this Township has also prepared an emergency operations plan in order to reduce the potential effects of a major emergency or disaster and to protect the health, safety and welfare of the residents of this Township.

NOW, THEREFORE, we the undersigned Commissioners of the Township of Wilkins do hereby approve, adopt and place into immediate effect the Emergency Operations Plan of Wilkins Township. This Plan shall be reviewed every two years to make certain that it conforms to the requirements of the Allegheny County Emergency Operations Guidelines.

RESOLVED AND ADOPTED at a duly assembled public meeting held this 8TH day of July, 2013

TOWNSHIP OF WILKINS

By: Sylvia J. Martinelli
Sylvia J. Martinelli
Chairman

ATTEST:

Rebecca Bradley
Rebecca Bradley
Secretary

PROMULGATION

THIS PLAN WAS ADOPTED BY THE BOARD OF COMMISSIONERS OF WILKINS TOWNSHIP UNDER RESOLUTION NO. 11-2013 DATED JULY 8, 2013. IT SUPERCEDES ALL PREVIOUS PLANS.

Sylvia Martinelli, President

Rebecca Bradley, Secretary

N. Leonard Hill,
Emergency Management Coordinator

EMERGENCY OPERATIONS PLAN (EOP)

FOR

WILKINS TOWNSHIP

(Name of Municipality)

ALLEGHENY

in _____ County

JULY 2013

(Month) (Year)

Basic Plan

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PROMULGATION

THIS PLAN WAS ADOPTED BY The Wilkins Township Commissioners (elected officials) UNDER

RESOLUTION NO. _____ DATED _____. IT SUPERCEDES ALL PREVIOUS PLANS.

(Chief Elected Official)
Sylvia J. Martinelli, President

(Elected Official)
William Wilson

(Elected Official)
Joseph Costa, Vice President

(Elected Official)
Michael Boyd

(Elected Official)
Michelle Criner

(Elected Official)

(Elected Official)

(Secretary)
Rebecca S. Bradley

(Emergency Management Coordinator)
N. Leonard Hill

CERTIFICATION OF REVIEW

A regular (biennial or sooner) review of this Emergency Operations Plan has been done by the Emergency Management Agency and the review is hereby certified by the Municipal Emergency Management Coordinator.

Date	Signature
February 27, 2013	

RECORD OF CHANGES/UPDATES

CHANGE NUMBER	DATE OF CHANGE	DATE ENTERED	CHANGE MADE BY (Signature or initials)

DISTRIBUTION LIST

The Following have received Copies of this Plan

COPY #	ORGANIZATION	INDIVIDUAL RECEIVING COPY	DATE
1	_____ County EMA		
2	Wilkins Twp. office	Manager, Rebecca Bradley	
3	Wilkins Twp. EMC	Leonard Hill	
4	Wilkins Twp. Police Chief	Ed Krancic	
5	Wilkins Twp. DPW	Ed Bruener	
6	Wilkins Twp. VFC #1	Paul or Dan Romanelli	
7	Wilkins Twp. VFC #3	Ron Bair or Ed Bruener	
8.	Wilkins Twp. VFC #4	M.B. Bowler or Bill McElheny	

I. PURPOSE AND SCOPE

The purpose of this plan is to prescribe those activities to be taken by the municipal government and other community officials to protect the lives and property of the citizens in the event of a natural or human-caused, including terrorism, emergency or disaster, and to satisfy the requirements of the Pennsylvania Emergency Management Services Code, (35 Pa. C.S. Section 7101 et seq., as amended, to have a disaster emergency management plan for the municipality. The plan consists of: a Basic Plan, which describes principles and doctrine; a Notification and Resource Manual, which provides listings and means of contacting local and needed resources; and a series of functional checklists which provide detail for the accomplishment of the specifics of the operation.

The scope of the plan includes all activities in the entire emergency management cycle, including prevention, preparedness, response and recovery phases. This plan is applicable to all response organizations acting for or on behalf of the government or citizens of (name of local municipality), (name of county). Incident specific Plans" may augment this plan if necessary to more efficiently cope with special requirements presented by specific hazards. Such plans are listed in Appendix C.

II. SITUATION AND ASSUMPTIONS

A. The (Township) of Wilkins is located in Allegheny County, Pennsylvania. The population is approximately 6500. Terrain features that affect emergency response include: *Three distinct ridges or hill tops (Business Rt. & Old Rt. 22, Churchill Road, & Greensburg Pike), and two distinct valleys (Lower Rodi Road & Brown Avenue aka Beulah Rd. or St. Rt. 130)*

B. Identified special facilities (Schools, Health Care Facilities, Child Care Centers, etc.) are indicated in the Notification and Resource Manual (NARM) section of this plan. *(The Wilkins Elementary School, of the Woodland Hills School District, on Churchill Road, and The Early Learning Institute, A child care center located at 333 Penn Center Blvd.*

C. The municipality is subject to a variety of hazards. *The most likely and damaging of these are Flooding has been the most consistent and serious hazard with damages cover the last fifteen (15) years. There is a potential for landslides. Other potential hazards include snow storms, rain storms, wind storms, loss of power with downed lines, (light) industrial accidents and associated haz-mat incidents, and vehicle transportation incidents including involvement of hazardous materials in shipment.*

D. Historically, certain geographic areas of this municipality are more vulnerable to the effects of these hazards. These are: *The Lower Lougeay Rd. corridor, the Lower Rodi Road corridor, the Larimer Avenue/Thompson Run Rd. corridor, and the Brown Ave. (St. Rt. 130) corridor are the areas prone to flooding. The Greensburg Pike, Brown Avenue, Larimer Avenue, Lower Rodi Road, Business Rt. 22, and I-376 are particularly prone to vehicle accidents.*

E. Training, response checklists and other accompanying documents are based on the statements in 2 A., B., C. and D. of this plan.

F. Adjacent municipalities and other governments will render assistance in accordance with the provisions of written intergovernmental and mutual aid support agreements in place at the time of the emergency.

G. When municipal resources are fully committed and mutual aid from surrounding jurisdictions is exhausted, the county Emergency Management Agency (EMA) is available to coordinate assistance and help satisfy unmet needs. Similarly, if the county requires additional assistance, it can call for mutual aid from adjacent counties, its Regional Task Force (RTF), or from the Commonwealth of Pennsylvania. Ultimately, the Commonwealth can ask the federal government for assistance in dealing with a major disaster or emergency.

H. In the event of an evacuation of the municipality, or any part thereof, the majority of the evacuees will utilize their own transportation resources. Additionally, those with pets, companion or service animals will transport their own pets and animals. Those with livestock or other farm animals will take appropriate measures to safeguard the animals via sheltering or evacuation as appropriate.

I. Special facilities will develop, coordinate and furnish emergency plans to the emergency management organization of this municipality, the county and state departments and agencies as applicable and required by codes, laws, regulations or requirements.

J. Any regulated facility, SARA (Superfund Amendments and Re-authorization Act) site, power plant, etc. posing a specific hazard will develop, coordinate and furnish emergency plans and procedures to local, county and state departments and agencies as applicable and required by codes, laws, regulations or requirements.

K. Whenever warranted, the elected officials will declare an emergency for the municipality in accordance with the provisions of the Pennsylvania Emergency Management Services Code (35Pa CS, § 7501). In like manner, in the event of any emergency requiring protective actions (evacuation or sheltering), the elected officials will make the recommendation and communicate the information to the populace by appropriate means including the Emergency Alert System (EAS), Route Alerting, or other technologies.

L. In the event of an evacuation, segments of the population will need to be transported from the identified affected area(s) to safe havens. Depending upon the hazard factors, the host areas may be located within or outside the municipality.

M. Emergency shelters will be activated by the county EMA using public schools or public colleges / universities (per the provisions of the Pennsylvania Emergency

Management Services Code) or other designated shelters. Shelters will be operated by Volunteer Organizations Active in Disasters (VOAD) such as the American Red Cross. Shelter operators will provide basic necessities including food, clothing, lodging, basic medical care, and maintain a registration of those housed in the shelter. Wilkins Township also has a group of women who have taken Red Cross training to help set up an initial sheltering operation until such time as the Red Cross can assume control of the sheltering operation or those at the initial Wilkins Township shelter can be moved to a formal Red Cross sheltering location.

N. Critical facilities such as hospitals and extended care facilities should have some level of emergency power and alternate energy sources available to accommodate for situations involving the loss of commercial power or other energy sources.

III. CONCEPT OF OPERATIONS/CONTINUITY OF GOVERNMENT

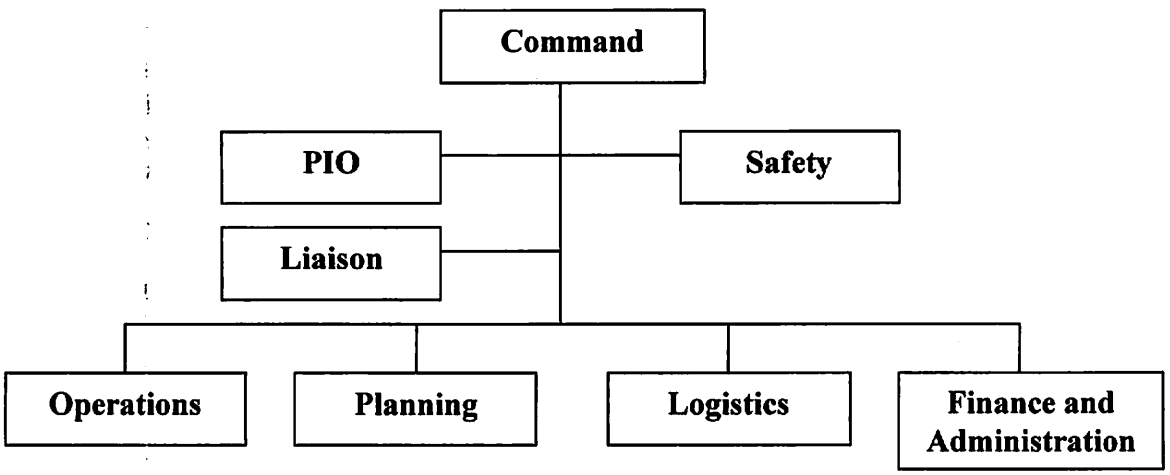
A. The elected officials are responsible for the protection of the lives and property of the citizens. They exercise primary supervision and control over the four phases (prevention, preparedness, response and recovery) of emergency management activities within the municipality.

B. A local Emergency Management Coordinator (EMC) shall act on behalf of the elected officials. An Emergency Operations Center (EOC) has been designated by the municipality, and may be activated by the EMC or the elected officials during an emergency. A Deputy EMC and Alternate EOC have been designated to function in case the primary EMC and/or EOC are not available.

C. This plan embraces an "all-hazards" principle: that most emergency response functions are similar, regardless of the hazard. The EMC will mobilize resources and personnel as required by the emergency situation.

D. The EMC and elected officials will develop mutual aid agreements with adjacent municipalities for reciprocal emergency assistance as needed.

E. The municipality will embrace and utilize the National Incident Management System (NIMS) and the Incident Command System (see below).



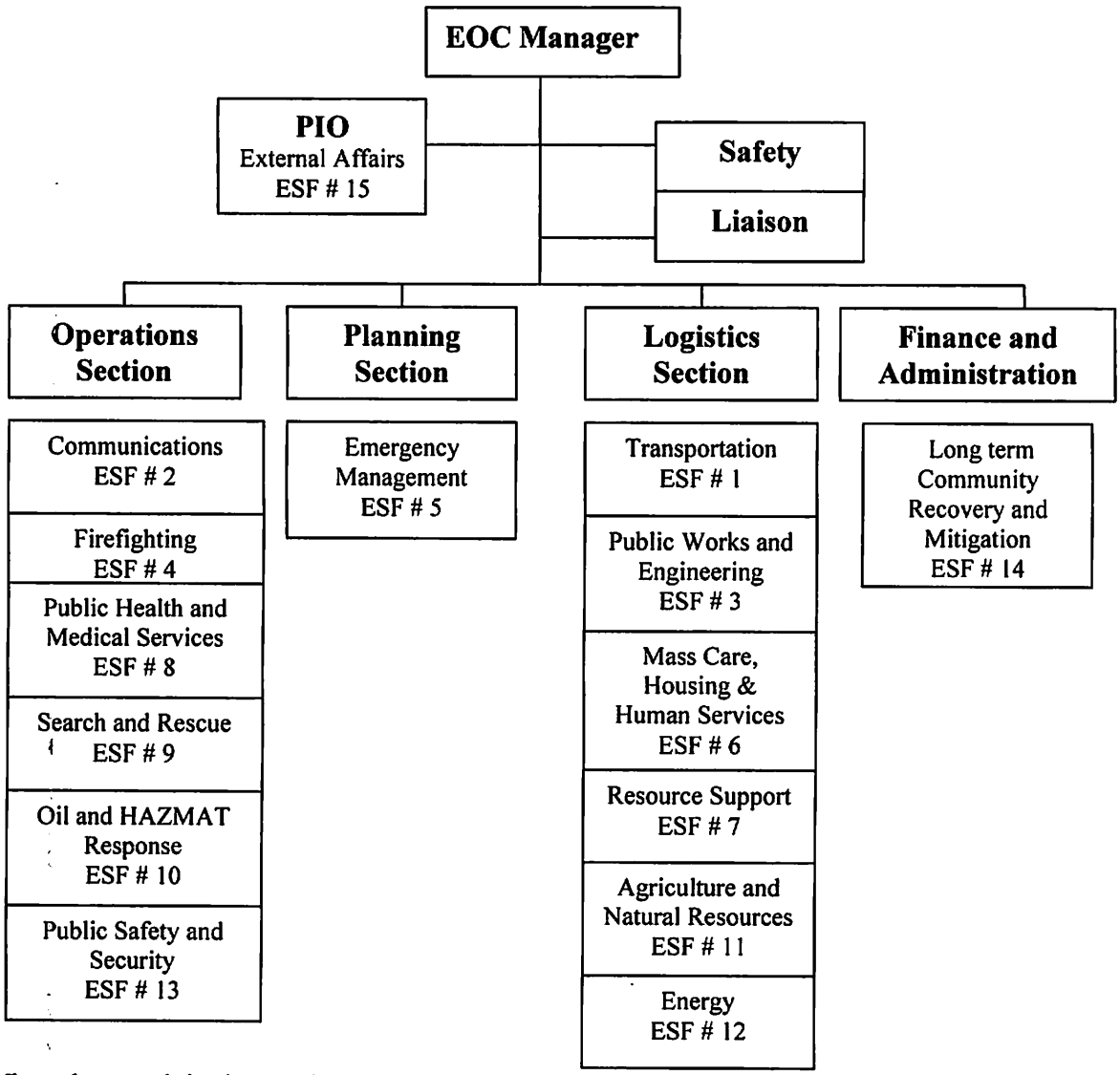
1. The Incident Commander (IC) at the incident site will be trained according to NIMS requirements. In like manner, the EOC staff will also be trained to NIMS requirements.

2. The Incident Command System (ICS) should have:

   a. a manageable span of control (3 to 7 staff; optimum is 5);

b. personnel accountability (each person reports to only one person in the chain of command); and
c. functional positions staffed only when needed (responsibilities for any positions that are not staffed remain with the next higher filled position).

Emergency Operations Center (EOC) Example



F. When the municipal EOC is activated, the EMC or designee will coordinate between the site IC and the county EMA. To ensure consistency with operations at the incident site, the EOC will also follow an incident command structure. The EMC will assume the role of EOC Manager (Command) and, initially, all of the remaining roles. As additional staff arrive at the EOC, the EMC may delegate activities to them.

G. Availability of staff and operational needs may allow or require positions to be combined, or positions to not be filled (responsibilities held by the next higher position.)

H. The diagram above aligns Emergency Support Functions (ESFs) with ICS Staff sections. This alignment may be modified as required by the disaster situation or the municipality's political or programmatic needs.

I. Continuity of government procedures are specified in the Elected Officials checklist.

J. When the EMC receives notice of a potential emergency from the federal Homeland Security Advisory System, from the National Weather Service watches and warnings, or from other reliable sources, partial activation of the EOC in preparation for the emergency will be considered.

K. Communication, Alert and Warning will be provided to the public via the Emergency Alert System (EAS). Other systems will be utilized as available.

L. During non-emergency times, information regarding emergency plans and actions to be taken by the public, in the form of public information / education materials, will be provided to the public via municipal newsletters, brochures, publications in telephone directories, municipal web-sites, etc.

M. In the event of an evacuation, the population (or segments thereof) will evacuate using their own vehicles, or be transported from the identified affected area(s) to safe havens. Depending upon the hazard factors, the host areas may be located within or outside the municipality.

N. Evacuees are expected to follow the direction and guidance of emergency workers, traffic coordinators, and other assigned emergency officials. Pre-designated evacuation routes will be utilized whenever safe and practical. Critical intersections will be staffed by traffic control personnel to facilitate an orderly flow of traffic.

O. Emergency workers should complete pre-emergency "family plans" addressing such issues as transportation and evacuation locations for immediate family members (Spouse and children).

IV. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. COMMAND

1. Elected Officials:

a. Are responsible for establishing a municipal emergency management organization;
b. Provide for continuity of operations;
c. Establish lines of succession for key positions;
d. Designate departmental emergency operating centers and alternatives;
e. Prepare and maintain this EOP in consonance with the county Emergency Operations Plan;
f. Establish, equip and staff an EOC;
g. Recommend an EMC for appointment in accordance with the Emergency Management Services Code;
h. Issue proclamations of disaster emergency and recommend protective actions (evacuation or shelter in-place) if the situation warrants; and
i. Apply for federal post-disaster funds, as available.
j. Establish a hazard mitigation plan.

2. EOC Manager (EMC):

a. Prepares and maintains an EOP for the municipality subject to the promulgation of the elected officials; reviews and updates as required;
b. Maintains coordination with the county EMA, and provides prompt information on emergencies, as available;
c. In coordination with the county EMA, identifies hazards and vulnerabilities that may affect the municipality;
d. Identifies resources within the municipality that can be used to respond to a major emergency or disaster situation and requests needed resources from mutual aid partners or the county EMA;
e. Develops and maintains a trained staff and current emergency response checklists appropriate for the emergency needs and resources of the community;
f. Mobilizes the EOC and acts as or delegates the Command function within the EOC during an emergency;
g. Compiles cost figures for the conduct of emergency operations; and
h. Attends training and workshops provided by the county and other sources to maintain proficiency and currency in emergency management and emergency response planning and procedures.

3. Public Information Officer (PIO) (External Affairs – ESF # 15)

a. Develops and maintains the checklist for the Public Information function;
b. Assists in the development, review and maintenance of the EOP;

c. Responds to the EOC or the field, as needed;
d. Coordinates all information released to the public or to the media with the County PIO/JIC(Joint Information Center);
e. Coordinates public awareness information to the media before an incident and ensures accurate and timely information about response and recovery operations;
f. Advises elected officials and the EMC about Public Information activities;
g. Develops pre-scripted emergency announcements for use in the time of an emergency;
h. Develops and disseminates public information / educational materials regarding emergency measures to be taken during an emergency including information regarding shelter-in-place, evacuation routes, locations of shelters, transportation pick-up-points, etc.;
i. Interfaces with the PIO for the County and the State as applicable; and
j. Operates as a part of the Joint Information Center (JIC) as established by the County, State or Federal officials.

4. **Safety Officer** - Monitors safety conditions and develops measures for assuring the safety of all assigned personnel.

5. **Liaison Officer** – Serves as the primary contact for supporting agencies assisting with the incident.

B. **OPERATIONS SECTION (EMC or as delegated):** Responsible for ensuring the accomplishment of responsibilities of all assigned branches. Section Chief may retain branch director responsibilities, or delegate them, depending on the situation and availability of personnel. Section Chief coordinates work assignments of the branch director(s) and reports to the EOC manager on the progress and status of assigned missions.

1. **Communications Branch (ESF # 2):**

a. Develops and maintains the checklist for the Communications function;
b. Assists in the development, review and maintenance of the EOP;
c. Trains staff members on the operation of communications system;
d. Ensures ability to communicate between the EOC, field operations and the county EMA;
e. Assists with notification of citizens of the municipality;
f. Responds to the EOC or the field, as needed;
g. Advises elected officials and the EMC about Communications activities; and
h. Performs other responsibilities as assigned by the Section Chief.

2. **Firefighting Branch (ESF # 4):**

a. Develops and maintains the checklist for the firefighting function;
b. Assists in the development, review and maintenance of the EOP;

c. Responds to the EOC or the field, as needed;
d. Coordinates fire and rescue services;
e. Assumes primary responsibility for route alerting of the public;
f. Assists with evacuation of affected citizens, especially those who are institutionalized, immobilized or injured;
g. Provides for emergency shutdown of light and power;
h. Provides emergency lights and power generation;
i. Assists in salvage operations and debris clearance;
j. Advises elected officials and the EMC about fire and rescue activities; and
k. Performs other responsibilities as assigned by the Section Chief.

3. Health/Medical Branch (ESF # 8):

a. Develops and maintains the checklist for the Health/Medical Services function;
b. Assists in the development, review and maintenance of the EOP;
c. Responds to the EOC or the field, as needed;
d. Maintains a listing of special needs residents, providing copies to municipal and county EMAs;
e. Coordinates emergency medical activities within the municipality;
f. Coordinates institutional needs for transportation if evacuation or relocation becomes necessary for hospitals, nursing homes, day care, personal care homes or any custodial care facilities;
g. Coordinates medical services as needed to support shelter operations;
h. Assists in search and rescue operations;
i. Assists in mortuary services;
j. Assists in provisions of inoculations for the prevention of disease;
k. Advises elected officials and the EMC about Public Health/Medical Services activities;
l. Coordinates the immunization of emergency workers;
m. Refers transportation needs (Health Care, Special Needs) to the Logistics Officer;
n. Coordinates and cooperates with appropriate entities and agencies regarding matters of public health including the reporting of communicable diseases and establishment of quarantine areas; and
o. Performs other responsibilities as assigned by the Section Chief.

4. Search and Rescue Branch (ESF # 9):

a. Assists in the development, review and maintenance of the EOP;
b. Responds to the EOC or the field, as needed;
c. Coordinates search and rescue services;
d. Advises elected officials and the EMC about search and rescue (S&R); and
e. Performs other responsibilities as assigned by the Section Chief.

5. **Oil and Hazardous Materials Response Branch (ESF # 10):**

   a. Assists in the development, review and maintenance of the EOP;
   b. Responds to the EOC or the field, as needed;
   c. Coordinates with the Hazardous Materials Team as appropriate;
   d. Coordinates decontamination and monitoring of affected citizens and emergency workers after exposure to chemical or radiological hazards;
   e. Advises elected officials and the EMC about HAZMAT activities; and
   f. Performs other responsibilities as assigned by the Section Chief.

6. **Public Safety and Security Branch (ESF # 13):**

   a. Develops and maintains the checklist for the Public Safety and Security function;
   b. Assists in the development, review and maintenance of the EOP;
   c. Responds to the EOC or the field, as needed;
   d. Coordinates security and law enforcement services;
   e. Establishes security and protection of critical facilities, including the EOC;
   f. Provides traffic and access control in and around affected areas;
   g. Assists with route alerting and notification of threatened population;
   h. Assists with the evacuation of affected citizens, especially those who are institutionalized, immobilized or injured;
   i. Assists in the installation of emergency signs and other traffic movement devices;
   j. Assists in search and rescue operations;
   k. Advises elected officials and the EMC about Public Safety and Security operations;
   l. Establishes and provides security services to any shelter locations operating in the municipality;
   m. Assists shelter operators with the screening of clients with regard to criminal history background checks including sex offenders;
   n. Establishes security patrols for any evacuated areas, conditions permitting;
   o. Cooperates with other law enforcement agencies regarding investigations, crime scene security, etc.; and
   p. Performs other responsibilities as assigned by the Section Chief.

C. **PLANNING SECTION (EMC or as delegated)**: Responsible for ensuring the accomplishment of the Emergency Management branch responsibilities. Section Chief may retain branch director responsibilities, or delegate them, depending on the situation and availability of personnel. Section Chief coordinates work assignments to the branch director(s) and reports to the EOC manager on the progress and status of assigned missions.

1. **Emergency Management Branch (ESF # 5):**

   a. Collects, evaluates and provides information about the incident;
   b. Determines status and tracking of resources;
   c. Prepares and documents Incident Action Plans;
   d. Establishes information requirements and reporting schedules;
   e. Supervises preparation of an Incident Management Plan;
   f. Assembles information on alternative strategies; and
   g. Performs other responsibilities as assigned by the Section Chief.

D. **LOGISTICS SECTION (EMC or as delegated)**: Responsible for ensuring the accomplishment of responsibilities of all assigned branches. Section Chief may retain branch director responsibilities, or delegate them, depending on the situation and availability of personnel. Section Chief coordinates work assignments to the branch director(s) and reports to the EOC manager on the progress and status of assigned missions. Logistics Section also provides internal logistical support for the EOC itself.

1. **Transportation Branch (ESF # 1):**

   a. Assists in the development, review and maintenance of the EOP;
   b. Responds to the EOC or the field, as needed;
   c. Maintains a listing of Transportation Resources and contact information including capacities in the Municipality;
   d. Coordinates the supply of transportation resources during an emergency;
   e. Advises elected officials and the EMC about Transportation activities; and
   f. Performs other responsibilities as assigned by the Section Chief.

2. **Public Works and Engineering Branch (ESF # 3):**

   a. Assists in the development, review and maintenance of the EOP;
   b. Responds to the EOC or the field, as needed;
   c. Maintains a listing of Public Works assets and resources;
   d. Serves as a liaison between municipal Public Works and the EOC;
   e. Coordinates the assignment of Public Works resources;
   f. Provides information on water, sewerage, road construction and repair, engineering, building inspection and maintenance;
   g. Advises elected officials and the EMC about Public Works and Engineering activities; and
   h. Performs other responsibilities as assigned by the Section Chief.

3. **Mass Care, Housing and Human Services Branch (ESF # 6):**

   a. Assists in the development, review and maintenance of the EOP;
   b. Responds to the EOC or the field, as needed;
   c. Assists the County EMA (ESF # 6) in maintaining a listing of Mass Care – Shelter facilities including capacities;
   d. Coordinates with American Red Cross and other appropriate agencies;
   e. Requests Mass Care – Shelter support from the County during an emergency;
   f. Coordinates with ESF # 1 (Transportation) and ESF # 7 (Resource Management) regarding evacuation issues;
   g. Advises elected officials and the EMC about Mass Care, Evacuation and Shelter activities; and
   h. Performs other responsibilities as assigned by the Section Chief.

4. **Resource Support Branch (ESF # 7):**

   a. Coordinates materials, services and facilities in support of the emergency;
   b. Develops procedures for rapidly ordering supplies and equipment and tracking their delivery and use;
   c. Participates in the preparation of the Incident Management Plan;
   d. Facilitates the acquisition of supplies for emergency workers including food, water, and basic necessities;
   e. Facilitates the acquisition, as requested, of supplies of food, water, and necessities for shelter operators;
   f. Obtains, tracks and coordinates transportation resources (buses, vans, additional ambulances, trucks, etc.);
   g. Establishes staging areas for supplies and transportation resources;
   h. Obtains supplies and coordinates the dissemination of emergency fuel supplies for emergency vehicles, critical facilities and evacuees as appropriate; and
   i. Performs other responsibilities as assigned by the Section Chief.

5. **Agriculture and Natural Resources Branch (ESF # 11):**

   a. Assists in the development, review and maintenance of the EOP;
   b. Responds to the EOC or the field, as needed;
   c. Maintains a listing of food and animal care and control assets;
   d. Serves as a liaison between the EOC and the food community;
   e. Coordinates the dissemination of information to the food and animal care and control community;
   f. Advises elected officials and the EMC regarding agricultural and animal care and control issues;
   g. Coordinates local animal shelter activities with county ESF 11 Officer and County Animal Response Team liaison; and
   h. Performs other responsibilities as assigned by the Section Chief.

6. **Energy Branch (ESF # 12):**

   a. Assists in the development, review and maintenance of the EOP;
   b. Responds to the EOC or the field, as needed;
   c. Maintains a listing of energy and utility assets;
   d. Serves as a liaison between the EOC and the energy / utilities;
   e. Coordinates the dissemination of information to the energy / utilities;
   f. Advises elected officials and the EMC regarding energy / utility issues; and
   g. Performs other responsibilities as assigned by the Section Chief.

E. **FINANCE and ADMINISTRATION SECTION (EMC, elected officials and/or as delegated)**: Responsible for ensuring the accomplishment of responsibilities of Long Term Recovery and Mitigation Branch. Section Chief may retain branch director responsibilities, or delegate them, depending on the situation and availability of personnel. Section Chief coordinates work assignments of the branch director(s) and reports to the EOC manager on the progress and status of assigned missions. Section also maintains finance and personnel records of response activities.

1. **Long Term Community Recovery and Mitigation Branch (ESF # 14):**
   a. Maintains oversight of all financial and cost analysis activities associated with the emergency;
   b. Tracks costs and personnel time records;
   c. Coordinates the conduct of damage assessment and reporting to the county EMA;
   d. Starts planning for recovery of vital community functions; and
   e. Performs other responsibilities as assigned by the Section Chief.

V. ADMINISTRATION AND LOGISTICS

A. Administration

1. Local governments will submit situation reports, requests for assistance and damage assessment reports to the County EMA.

2. The County EMA will forward reports and requests for assistance to PEMA.

3. Municipal and county governments will utilize pre-established bookkeeping and accounting methods to track and maintain records of expenditures and obligations.

4. Narrative and written log-type records of response actions will be kept by the municipal emergency management agency. The logs and records will form the basis for status reports to the County and PEMA.

5. The local EMA will make reports to the County by the most practical means and in a timely manner.

6. All written records, reports and other documents will follow the principles of NIMS.

B. Logistics - Coordination of unmet needs:

When municipal resources are committed and mutual aid is exhausted, the county Emergency Management Agency (EMA) is available to coordinate assistance and satisfy unmet needs. Similarly, if the county requires additional assistance, it will call on mutual aid from adjacent counties, its Regional Task Force (RTF), or from the Pennsylvania Emergency Management Agency (PEMA). Ultimately, PEMA will turn to the Federal Emergency Management Agency (FEMA) for assistance in dealing with a major disaster or emergency.

VI. TRAINING AND EXERCISES

A. Training Authority

For training purposes and exercises, the EMC may activate this plan as required to evaluate and maintain the readiness posture of the municipality.

B. Exercise Requirements

To provide practical, controlled operations experience for those who have EOC responsibilities, the EMC should activate this plan at least every three years in the form of an emergency exercise.

C. Training Policy

1. Public Officials:

   a. Response and Recovery Training: Training programs will be provided to municipal officials, the emergency management coordinator, EOC staff and emergency services personnel (police, fire and EMS) on the procedures and policies for a coordinated response and recovery to a disaster emergency. Training programs are offered by the Pennsylvania Emergency Management Agency and coordinated by the County EMA.

   b. Professional Development: Training programs will be provided to the municipal EMA and staff in skills and techniques of writing plans, professional development skills, and national security issues related to municipal emergency preparedness. Training programs are offered by the Pennsylvania Emergency Management Agency and coordinated by the county EMA.

c. Damage Assessment and Reporting: Annual training will be offered in damage reporting procedures, and in damage assessment for those who will work with county damage assessment teams. Training programs are offered by the Pennsylvania Emergency Management Agency and coordinated by the County EMA.

2. Emergency Services and Other Responding Agencies

   Exercises, as indicated above, will be used as a training technique for public officials, county emergency staff and emergency services personnel who are assigned emergency responsibilities in this plan. EMA staff officers responsible for functional annexes are charged with ensuring skills training for personnel who implement the provisions of their respective annexes.

3. State and Federal Training

   EMA staff will participate in State and Federal training programs as prescribed internally and by PEMA.

VII. PLAN REQUIREMENTS, MAINTENANCE AND DISTRIBUTION

A. EMC Responsibilities: The municipal EOP is the responsibility of the elected officials, but normally the EMC will coordinate development and maintenance of the plan. The plan components will be reviewed and updated by the EMC every two years or as needed. Some incident specific annexes require an annual review based upon legislation or regulation. Whenever portions of this plan are implemented in an emergency event or exercise, a review will be conducted to determine necessary changes.

B. Enforceability: This plan is enforceable under the provisions of the Pennsylvania Emergency Management Services Code.

C. Execution: This plan will be executed upon order of the Municipal Elected Officials or their authorized representative, the Municipal Emergency Management Coordinator.

D. Distribution: This plan and its supporting materials are controlled documents. While distribution of the "Basic Plan" is allowable, the Checklists, Notification and Resource Manual and some Incident Specific Plans contain specific response or personal information and are not considered to be available to the public. Distribution is based upon regulatory or functional "need to know". Copies of this plan are distributed according to an approved control list. A record of distribution, by copy number, is maintained on file by the EMC. Controlled copies of revisions will be distributed to designated plan holders. Revisions or changes are documented by means of the "Record of Changes" page iii. A receipt system will be used to verify the process.

APPENDICES:
App A: Authority and References
App B: Glossary
App C: Listing of Related and Incident Specific Plans

APPENDIX A: **AUTHORITY AND REFERENCES**

1. The Pennsylvania Emergency Management Services Code 35 Pa. C.S. Section 7101-7707, as amended
2. Pennsylvania Emergency Management Agency, "Commonwealth of Pennsylvania Multi-Hazard Identification and Risk Assessment," as amended
3. Commonwealth of Pennsylvania, Emergency Operations Plan, May 2005, with amendments
4. Pennsylvania Emergency Management Agency, Emergency Management Directive 2002-5, (Requirements for the Preparation, Review and update of municipal Emergency Operations Plans (EOPs) and accompanying Documents)
5. County Emergency Operations Plan
6. County Hazard Vulnerability Analysis
7. County Hazard Mitigation Plan

APPENDIX B: **DEFINITIONS AND GLOSSARY**

1. Access Control Points (ACP) - Posts established primarily by State or municipal police and augmented as necessary by the National Guard on roads leading into a disaster area for the purpose of controlling entry during an emergency.

2. Activate - To start or place into action an activity or system.

3. Control - To exercise authority with the ability to influence actions, compel or hold in restraint. (For use in context with this document: (35 PA C.S.) as amended clarifies and strengthens the role of the Governor by granting him authority to issue executive orders and disaster proclamations which have the force and effect of law when dealing with emergency and disaster situations and controlling operations.)

4. Coordination - Arranging in order, activities of equal importance to harmonize in a common effort. (For use in context with this document: authorizing and/or providing for coordination of activities relating to emergency disaster prevention, preparedness, response and recovery by State, local governments and Federal agencies.)

5. Deploy - To move to the assigned location in order to start operations.

6. Direction - Providing authoritative guidance, supervision and management of activities/operations along a prescribed course to reach an attainable goal.

7. Disaster - A natural or human-caused event that has a large-scale adverse effect on individuals, the environment, the economy or property.

   A. Human Caused Disaster - Any industrial, nuclear or transportation accident, explosion, conflagration, power failure, natural resource shortage or other condition, resulting from human causes, whether unintended or deliberate. This includes oil spills and other injurious environmental contamination, terrorism acts of vandalism or sabotage and civil unrest which threaten or cause substantial damage to property, human suffering, hardship or loss of life.

   B. Natural Disaster - Any hurricane, tornado, storm, flood, high water, wind driven water, tidal wave, earthquake, landslide, mudslide, snowstorm, drought, fire, explosion or other catastrophe which results in substantial damage to property, hardship, suffering or possible loss of life.

8. Disaster Emergency - Those conditions which upon investigation may be found, actually or likely to:
   A. Seriously affect the safety, health or welfare of a substantial number of citizens of the municipality or preclude the operation or use of essential public facilities.

B. Be of such magnitude or severity as to render essential state supplementation of regional, county and municipal efforts or resources exerted or utilized in alleviating the danger, damage, suffering or hardship faced.

C. Have been caused by forces beyond the control of humans, by reason of civil disorder, riot, natural occurrence, terrorism or disturbance, or by factors not foreseen and not known to exist when appropriation bills were enacted.

9. Emergency Alert System (EAS) - An automatic system where radio station operators voluntarily broadcast emergency information. The system can be activated by county, state or federal emergency management agencies or the national weather service.

10. Emergency Management - The judicious planning, assignment and coordination of all available resources in an integrated program of prevention, preparedness, response and recovery for emergencies of all kinds.

11. Emergency Services - The preparation for and the carrying out of functions, other than those for which military forces are primarily responsible, to prevent, minimize and provide emergency repair of injury and damage resulting from disaster, together with all other activities necessary or incidental to the preparation for and carrying out of those functions. The functions include, without limitation, firefighting services, police services, medical and health services, search, rescue, engineering, disaster warning services, communications, radiological, shelter, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, emergency resources management, existing or properly assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection.

12. Emergency Support Function (ESF) – A distinct function that may need to be performed during emergency response, but which is not necessarily dependent on the type of disaster or emergency that causes the need for the support function. ESFs define an organizational structure for the support, resources, program implementation, and services that are most likely to be needed to save lives, protect property and the environment, restore essential services and critical infrastructure, and help victims and communities return to normal. Use of ESFs allows for planning, training and organization to be made without consideration for the cause. This plan uses fifteen separate ESFs that are mirrored in the National Response Plan and the Pennsylvania State EOP.

13. Explosive Ordnance Disposal (EOD) - An active U.S. Army organization tasked with the retrieval and disposal of military ordnance. Also available to assist civilian authorities in life threatening situations dealing with explosive devices when civilian explosive technicians or bomb squads are not available.

14. External Affairs – Those emergency activities that deal with the general public and other entities outside the immediate disaster area. This includes public information and media relations activities.

15. Governor's Proclamation of "Disaster Emergency" – A formal declaration or proclamation by the Governor of Pennsylvania that a disaster has occurred or that the occurrence or the threat of a disaster is imminent. As part of this proclamation, the Governor may waive or set aside time-consuming procedures and formalities prescribed by state law (excepting mandatory constitutional requirements.) The state of disaster emergency continues until the Governor finds that the danger has passed and terminates it by executive order or proclamation, but no state of disaster emergency may continue for longer than 90 days unless renewed by the Governor.

16. Hazardous Materials (HAZMAT) - Any substance or material in a quantity or form which may be harmful or injurious to humans, domestic animals, wildlife, economic crops or property when released into the environment. Hazardous materials are classified as chemical, biological, radiological, nuclear or explosive.

17. Hazards Vulnerability Analysis (HVA) - A compilation of natural and human-caused hazards and their predictability, frequency, duration, intensity and risk to population and property.

18. Joint Information Center (JIC) - A facility established to coordinate all incident-related public information activities. It is the central point of contact for all news media at the scene of the incident. Public information officials from all participating agencies should co-locate at the JIC.

19. Local Emergency - The condition declared by the local governing body when, in its judgment, the threat or actual occurrence of a disaster requires focused local government action to prevent or alleviate the damage, loss, hardship or suffering threatened or caused. A local emergency arising wholly or substantially out of a resource shortage may be declared only by the Governor, upon petition of the local governing body.

20. Mass Care Centers - Fixed facilities that provide emergency lodging and essential social services for victims of disaster left temporarily homeless. Feeding may be done within a mass care center (in suitable dining facilities) or nearby.

21. Municipality - As defined in the Pennsylvania Constitution, "...a county, city, borough, incorporated town, township or similar unit of government..." (Article IX, Section 14, The Constitution of Pennsylvania).

22. National Incident Management System (NIMS) - A system developed by the federal Department of Homeland Security that provides a consistent, nationwide approach for emergency responders at all levels of government to work together effectively and efficiently. The NIMS includes a core set of concepts, principles and terminology, including ICS (Incident Command Systems), MACS (Multi-Agency Coordination Systems), Training, Identification and Management of Resources, Certification, and the Collection, Tracking and Reporting of incident information.

23. Notification - To make known or inform, to transmit emergency information and instructions: (1) to Emergency Management Agencies, staff and associated organizations;

(2) over the Emergency Alert System to the general public immediately after the sirens have been sounded.

24. Notification and Resource Manual (NARM) – One of the three major components of this plan, the NARM contains lists of personnel and equipment, contact information and other data that are most subject to change. Because of the personal and sensitive nature of its data, the NARM is NOT available to the public.

25. Operational - Capable of accepting mission assignments at an indicated location with partial staff and resources.

26. Political Subdivision - Any county, city, borough, township or incorporated town within the Commonwealth.

27. Presidential Proclamation of "Emergency" - Any occasion or instance for which, in the determination of the President, federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.

    IMPORTANT NOTE - Before federal assistance can be rendered, the Governor must first determine that the situation is beyond the capabilities of the State and affected municipal governments and that federal assistance is necessary. As a prerequisite to Federal assistance, the Governor shall take appropriate action under law and direct execution of the State Emergency Operations Plan. The Governor's request for proclamation of a major disaster by the President may be accepted, downgraded to emergency or denied.

28. Presidential Proclamation of "Major Disaster" – "Major Disaster" means any natural catastrophe, or any fire, flood, or explosion, in any part of the United States, which in the determination of the President causes damage of sufficient severity and magnitude to warrant major disaster assistance to supplement the efforts and available resources of States, local governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering caused thereby.

29. Protective Action - Any action taken to eliminate or avoid a hazard or eliminate, avoid or reduce its risks.

30. Public Information Officer (PIO) - That member of the municipal staff or EOC who deals with the media, or who is responsible for informing the public. In this plan, the PIO is responsible for all external affairs activities (ESF # 15.) If no PIO is appointed, those responsibilities stay with the EOC manager.

31. Public Information Statements - Public announcements made by PEMA, county or local official spokespersons via newspapers, radio or television to explain government actions being taken to protect the public in the event of any public emergency. The purpose of the

announcement is to provide accurate information, prevent panic and counteract misinformation and rumors.

32. Reception Center - A pre-designated site outside the disaster area through which evacuees needing mass care support will pass to obtain information and directions to mass care centers.

33. Re-entry - The return to the normal community dwelling and operating sites by families, individuals, governments, and businesses once the evacuated area has been declared safe for occupancy.

34. Resource Typing – A component of the National Incident Management System (NIMS) that standardizes definitions for human and equipment resources. These standardized definitions, certifications and training will allow resources from other parts of the U.S. to work together. Resources are assigned "Type" number that indicates the size/capacity of the resource i.e. a Type 1 Team will have more people and capabilities than a Type 2 or a Type 3 team.

35. Route Alerting - A supplement to siren systems accomplished by pre-designated teams traveling in vehicles along pre-assigned routes delivering an alert/warning message.

36. Special Needs – Individuals in the community with physical, mental, or medical care needs who may require assistance before, during, and/or after a disaster or emergency after exhausting their usual resources and support network.

37. Standby - To be ready to perform but waiting at home or other location for further instructions.

38. Support - To provide a means of maintenance or subsistence to keep the primary activity from failing under stress.

39. Traffic Control Points (TCP) - Posts established at critical road junctions for the purpose of controlling or limiting traffic. TCPs are used to control evacuation movement when an emergency situation requires it.

40. Unmet Needs - Capabilities and/or resources required to support emergency operations but neither available nor provided for at the respective levels of government.

41. Weather Warning - Severe weather is occurring or is about to occur.

42. Weather Watch - Conditions and ingredients exist to trigger severe weather.

APPENDIX C: LISTING OF RELATED AND INCIDENT SPECIFIC PLANS (Published Separately)

EXAMPLES

1. _____ Nuclear/Radiological Plan = *No known nuclear or radiological sites in Wilkins Township.*

2. EMERGENCY ACTION PLAN: Surveillance, Warning and Evacuation Procedures for the _____ DAM, DEP NUMBER D__-_____ *No known dams across streams or creeks in Wilkins Township.*

3. Offsite Emergency Response Plan for _____(SARA Facility)_____

4. _____Pandemic Influenza Plan

5. _____Plan to operate a Point of Dispensing _____.