RESOLUTION NO. 7-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS PROVIDING FOR A REDUCTION IN THE RATE OF MEMBERS CONTRIBUTION TO THE POLICE PENSION FUND.

WHEREAS, the Township of Wilkins, Allegheny County, Pennsylvania has installed and at present is operating a Police Pension Fund for the Members of the Police Department in accordance with certain laws pertaining to such Funds; and

WHEREAS; such Pension Fund is fully funded and provides all of the necessary and desired benefits in accordance with such laws pertaining to Police Pension Funds; and

WHEREAS, the income into such Fund exceeds the annual cost of the benefits provided for under such Fund; and

WHEREAS, the Township and the Police Employes have received an arbitration award reading, in part, as follows:

> PENSION PLAN -- The interest received by the Township from any police pension funds on deposit by the Township during any prior year, beginning with the year 1981, shall be used to reduce the contributions of the employes to their pensions under Act 600; and

WHEREAS, the Township has been advised by the Auditor General's Office that this procedure can be implemented on an annual basis by Resolution if the fund is determined to be sound; and

WHEREAS, evidence has been presented stating that the fund is sound and that the earnings for the year 1983 has been certified to be sufficient to supplement the member contributions for 1984.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the Township be authorized and directed to implement the applicable provisions of the arbitration award.

RESOLVED AND ADOPTED At a regular meeting of the Wilkins Township Board of Commissioners this 11th day of June, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 8-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS SIGNIFYING SUPPORT AND COOPERATION FOR THE FILING OF AN APPLICATION WITH THE COMMONWEALTH OF PENNSYLVANIA'S DEPARTMENT OF COMMUNITY AFFAIRS FOR PARTIAL FUNDING FOR COMPUTERIZATION OF THE JOINT DISPATCH OPERATION.

WHEREAS, the Boroughs Churchill, Chalfant and Forest Hills and the Township of Wilkins have jointly cooperated in the provision of police, fire and ambulance radio communications since the mid 1970's; and

WHEREAS, the Boroughs of Churchill, Chalfant and Forest Hills and the Township of Wilkins are desirous of obtaining funds from the Department of Community Affairs;

NOW, THEREFORE, BE IT RESOLVED, that the Township of Wilkins as a member of the joint radio system does hereby formally request a grant under the Department of Community Affairs Council of Governments and Intergovernmental Projects Assistance Program in the amount of $3,263.00.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Mary Jane Kuffner Hirt, Forest Hills Borough Manager, as the official to file all applications, documents and forms on behalf of the participating municipalities with the Commonwealth of Pennsylvania, Department of Community Affairs.

BE IT FURTHER RESOLVED, that the Township of Wilkins will contribute its proportionate local share of the project costs.

RESOLVED AND ADOPTED this 9th day of July, 1984 by the Board of Commissioners of the Township of Wilkins.

TOWNSHIP OF WILKINS

By Joseph J. Dembrosky
Joseph J. Dembrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 9-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP AND THE PITTSBURGH-ALLEGHENY COUNTY CHAPTER, AMERICAN NATIONAL RED CROSS.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the proper officers be authorized to enter into an agreement with the Pittsburgh-Allegheny County Chapter, American National Red Cross in substantially the following form:

DISASTER COORDINATION PLAN

BETWEEN

THE TOWNSHIP OF WILKINS

AND

PITTSBURGH-ALLEGHENY COUNTY CHAPTER, AMERICAN NATIONAL RED CROSS

Recognizing the fine cooperation which has existed between the officials of the Township of Wilkins and those of the American Red Cross, and the need for preparedness to meet any major disaster emergency, it is believed that an Agreement between the Township of Wilkins and the Red Cross will clarify the responsibility of each and is a method effecting the best possible coordination in the event of a major natural disaster.

It is understood that the Township of Wilkins, through its various departments, will direct all efforts to the protection of life, property, and public health, the maintenance of law and order, and to the extent of equipment available, to the clearance of debris, and the repair of streets and public buildings. When necessary, officials will issue warnings and designate hazard zones. Officials of the Township of Wilkins will also be responsible for organizing and coordinating rescue activites and enforce evacuation from threatened areas. It is also understood that in natural disasters, the American Red Cross will assume responsibility for emergency feeding, clothing, shelter and supplemental medical and nursing service, as needed by disaster victims. Further, the Rec Cross will provide for the rehabilitation of families, on a need basis, which may include food, clothing, medical care, home and household furnishings. The Red Cross will cooperate with the officials in warning, rescue and voluntary evacuation.

Joseph J. Dombrosky President, Board of Commissioners	Director, Disaster Services Pittsburgh-Allegheny County Chapter
July 9, 1984 Date	Date

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of July, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President, Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 10-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PA SUPPORTING THE PASSAGE OF THE INDUSTRIAL COMPETITIVENESS ACT (H.R. 4360).

WHEREAS, the Industrial Competitiveness Act (H.R. 4360) will create a council of leaders from labor, business, government and the public at large which will identify economic problems which hopefully will lead to strategies that will strengthen American Industry; and

WHEREAS, the Act will create a bank for industrial competitiveness which hopefully will improve existing and emerging industries.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins and it is hereby resolved by the authority of the same that:

> The Board of Commissioners of the Township of Wilkins hereby strongly recommends passage of the Industrial Competitiveness Act (H.R. 4360) to provide leadership and resources for the improvement of industry in the Western Pennsylvania area.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of July, 1984:

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 11-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS ESTABLISHING COMPENSATION FOR THE CHIEF OF POLICE AND THE FOREMAN, DEPARTMENT OF PUBLIC WORKS.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. Effective July 2, 1984, the annual compensation of the Chief of Police and Foreman, Department of Public Works are established as follows:

Chief of Police	$29,151.00
DPW Foreman	26,645.00

Said rates represent a 5% increase over the rate of compensation of December 31, 1983. No Cost of Living adjustments are to be included.

SECTION II. Other benefits shall be per Resolution #5-84.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of July, 1984.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 12-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEARS 1982 AND 1983.

WHEREAS, as a result of appeals filed with the Allegheny County Board of Property Assessment. Appeals and Review regarding the 1982 and 1983 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to July 31, 1983 as follows are hereby authorized:

NAME	BLOCK & LOT	YEAR	AMOUNT
Guiseppe & Domenica Rivetti	453-M-60	1982	$ 4.46
James & Virginia McMillen	452-G-100	1982	7.97
James & Virginia McMillen	452-G-100	1983	7.97
	Total		$ 20.40

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of August, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 13-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING A CONTRACT WITH HOFFMANN'S BOARDING KENNELS FOR ANIMAL CONTROL SERVICES.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The proper officers are authorized to execute a contract with Hoffman's Boarding Kennels in substantially the following form:

TWP COPY

ARTICLES OF AGREEMENT

Made and entered into this 1st day of August, 1984, by and between the TOWNSHIP of WILKINS, the party of the first part, hereinafter referred to as "contracting municipality", and HOFFMAN'S BOARDING KENNELS, the party of the second part.

WITNESSETH:

WHEREAS, party of the first part, hereinafter referred to as contracting municipality, is desirous of acquiring dog control within its municipal boundaries and

WHEREAS, the contracting municipality is desirous of hiring a Dog Law Enforcement Officer and

WHEREAS, the contracting municipality is desirous of hiring the party of the second part, HOFFMAN'S BOARDING KENNELS, to render service for the performance of the duties of dog law enforcement.

NOW, THEREFORE, in consideration of the above recitals and intending to be legally bound, the contracting municipality and HOFFMAN'S BOARDING KENNELS, agree as follows:

1. HOFFMAN'S BOARDING KENNELS is to perform the following duties:

   i. to collect and capture all dogs running at large in the said municipality, if possible or to collect and capture as many dogs running at large within said municipality as is reasonably possible.

   ii. to hold licensed dogs for a period of ten (10) days after capture, after having notified the owner, also to feed and water all dogs while in custody.

   iii. to hold all stray dogs, unlicensed and of good health and disposition for a period of 48 hours after which time said dogs will be placed or humanely destroyed.

   iv. to answer and respond to all calls including calls referring to road killed dogs as quickly as possible after receiving said call and to patrol the municipality a minimum of THREE (3) days per WEEK in search of dogs at large.

   v. to prosecute all violators of the 1982 Pennsylvania State Dog Law Act, as amended.

vi. Our working hours are from daylight until 4 P.M. Monday through Friday. Closed Saturday and Sunday. Emergency calls are answered 24 hours a day, 7 days a week. Emergency calls answered after normal working hours or on Saturday, Sunday or holidays that require a truck to be dispatched will be charged to the municipality at $10.00 per call. These calls will be verified with each month's reports. If the owner is located on any dog that is picked up as the result of an evening or week end call where there is an additional charge of $10.00 incurred that amount will be charged to that owner and not the municipality. We consider an emergency as: 1. a sick or injured dog

2. A dog endangering public health or welfare

2. Trucks used or maintained by HOFFMAN'S BOARDING KENNELS shall be equipped with Cap Chur Gun, tranquilizer, and any other equipment or aid deemed necessary for the capture of dogs falling within the scope of the Dog Law of 1982 and this Agreement.

3. In the event of a dog bite, the owner of such animal shall bear the responsibility of any and all observation fees resulting from his dog's biting another animal or human being. If the owner of said animal is unknown, HOFFMAN'S BOARDING KENNELS shall bear the expense of the dog's observation period.

4. The contracting municipality agrees to pay HOFFMAN'S BOARDING KENNELS the sum of $ 300.00 dollars (THREE HUNDRED DOLLARS) per month for and during the term of this Agreement. This Agreement shall continue in effect for the period of FIVE (5) months from (date hired).

5. In the event the contracting municipality does not maintain its own kennels;

A. The $15.00 fees as provided for in Section 301 of the Dog Law of 1982 shall be paid to HOFFMAN'S BOARDING KENNELS by the contracting municipality by either of the following methods; SAID METHOD TO BE DETERMINED BY THE MUNICIPALITY.

i. by having the owner of a dog seized and detained, pay same directly to HOFFMAN'S BOARDING KENNELS or

ii. by having said owner pay such amount to the contracting municipality which municipality shall pay same to HOFFMAN'S BOARDING KENNELS

B. A board fee for each day the animal remains in custody of HOFFMAN'S BOARDING KENNELS must be paid by the owner of said animal

C. A fee to be determined solely by HOFFMAN'S BOARDING KENNELS shall be charged to any resident of the contracting municipality for either:

1. placing in homes or
2. destroying humanely

any privately and/or individually owned dog, dogs, and/or litter of dogs or cat, cats and/or litter of cats belonging to and/or owned by any resident of said municipality. Said above referred to animals are deemed to be personal property of any said resident.

D. As provided in the Dog Law of 1982 as amended, a stray dog and/or stray dogs which enter resident's property and are fed, cared for, and/or maintained by the said resident is consequently responsible for and liable for said dog; however, if HOFFMAN'S BOARDING KENNELS is notified of any such arrival of a stray dog within three (3) days of such arrival, then HOFFMAN'S BOARDING KENNELS, agree with the contracting municipality that said resident shall not be charged the above referred to fee as set forth in paragraph 5C. This provision in no way alters or affects any other provisions set forth in this Agreement.

6. State reimbursement money paid to the contracting municipality will be paid quarterly to HOFFMAN'S BOARDING KENNELS

7. This contract is to be in full force and effect for a period of FIVE months, that is from AUGUST 1, 1984 to DECEMBER 31, 1984. IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date, the day and year first above written.

TOWNSHIP OF WILKINS
Contracting Municipality

BY: [signature]
PRESIDENT, BOARD OF COMMISSIONERS

WITNESS:

[signature]

SECRETARY

Hoffman's Boarding Kennels
HOFFMAN'S BOARDING KENNELS

BY: Gary Hoffman
GARY HOFFMAN

SECTION II. All ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION III. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of August, 1984.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 14-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF DEVELOPMENT FOR CONSTRUCTION OF A WATER LINE ON PORTIONS OF COAL STREET, MEADOW STREET AND FARNSWORTH AVENUE.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Development in the amount of $20,576.48 under the Federal Housing and Community Development Act as amended.

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

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

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

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of September, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dancosky

ATTEST:

Wilmer K. Baldwin

Wilmer K. Baldwin, Secretary

Township of Wilkins
August 21, 1984

RATIONALE FOR COST ESTIMATES 1984-1985
COMMUNITY DEVELOPMENT PROJECTS

1. Waterline portions of Coal, Meadow and Farnsworth

1983 Construction EST/WPJWA		21,688.00
+ 15% Engineering & Legal		3,243.20
		24,941.20
+ 10% Inflation to 1985		2,494.10
Estimated Total		$27,435.30
75% CD =	20,576.47	
25% Township =	6,858.83	
	27,435.30	

2. Waterline Ridge Street (extension)

1983 Construction Est/WPJWA		7,281.00
+ 15% Engineering & Legal		1,092.00
		8,373.00
+ 10% Inflation to 1985		837.00
Estimated Total		$9,210.00
75% CD =	6,907.50	
25% Township	2,302.50	
	9,210.00	

RESOLUTION NO. 15-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF DEVELOPMENT FOR CONSTRUCTION OF A WATER LINE ON PORTIONS OF RIDGE STREET.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Development in the amount of $6,907.50 under the Federal Housing and Community Development as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Township does hereby formally requestra grant from the Department of Development.

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

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

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of September, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

0~0

RESOLUTION NO. 16-84

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS AUTHORIZING THE FILING OF AN APPLICATION FOR FUNDS WITH THE ALLEGHENY COUNTY DEPARTMENT OF DEVELOPMENT FOR SANITARY SEWERS, HIGHLAND AND CLUGSTON AVENUES.

WHEREAS, the Board of Commissioners of the Township of Wilkins is desirous of obtaining funds from the Department of Development in the amount of $51,563.00 under the Federal Housing and Community Development Act as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby formally request a grant from the Department of Development.

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

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

RESOLVED AND ADOPTED this 24th day of September, 1984 by the Wilkins Township Board of Commissioners

TOWNSHIP OF WILKINS

By_____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 17-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS ESTABLISHING AN INVESTMENT POLICY COMMITTEE AND OUTLINING DUTIES OF THE SAME.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. There is hereby created an Investment Policy Committee.

SECTION II. The duties of the Committee shall be to review the Township's investment program within the framework of the Pennsylvania First Class Township Code to recommend investment strategies, and to monitor investments as they relate to cash flow and budget preparation.

SECTION III. The Committee shall be staffed as follows:

CHAIRMAN: The Chairman of the Finance and Administration Committee of the Board of Commissioners.

MEMBERS: A member of the Board of Commissioners

The Township Manager

Assistant to the Township Manager

The Chairman may invite, upon request, the expertise of Township Residents.

SECTION IV. Investments shall be made with judgement and care, under circumstances then prevailing, considering the probable safety of Township Capital as well as the probable income to be derived.

Investment strategies shall address liquidity, diversification, safety of principal, yield, maturity and quality and capability of investment management, with primary emphasis on safety and liquidity.

SECTION V. The Committee shall meet on call of the Chair.

RESOLVED AND ADOPTED by the Board of Commissioners at a regular meting held this 8th day of October, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 18-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS HONORING MR. WALTER LYMAN FOR HIS SERVICE AS SCOUTMASTER OF TROOP 98, B.S.A.

WHEREAS, Troop 98, East Valley Area Council, Boy Scouts of America has served boys and young men in Wilkins Township since 1956; and

WHEREAS, Mr. Walter Lyman has served Troop 98 as it's Scoutmaster since September of 1978, retiring in September of 1984; and

WHEREAS, under Mr. Lyman's leadership the Troop, and its service to the youth of our community, has flourished.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners express the community's appreciation to Mr. Lyman for his efforts and service.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 8th day of October, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 19-84

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS, ALLEGHENY, COUNTY, PENNSYLVANIA REGARDING A REVISION TO IT'S SEWAGE FACILITIES PLAN.

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 Resources (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 and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new development conforms to a comprehensive program of pollution control and water quality management; and

WHEREAS, Mr. Anthony DeRubeis has proposed the development of a parcel of land identified as Chelsea Square Subdivision, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by the Wilkins Township sewage systems; and

WHEREAS, the municipality has reviewed the Planning Module for Land Development for the proposed subdivision and has determined that the proposed method of sewage disposal does not conform to and is not included in the approved "Official Plan" of the Municipality Sewage Facilities Plan.

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Township of Wilkins hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Plan" of the municipality the above referenced Planning Module for Land Development which is attached hereto. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended.)

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 12th day of November, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 20-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS RECOGNIZING THE SERVICES OF CERTAIN RESIDENTS TO THE RESCUE ONE AMBULANCE ASSOCIATION OF WILKINS-CHURCHILL.

WHEREAS, Mrs. Mae S. Franc, Mr. Charles Arent, Mr. Paul Arent, and Leonard Silverman have served for many years as members and officers in the Rescue One Ambulance Association of Wilkins-Churchill; and

WHEREAS, these residents have made valuable contributions to the operating effectiveness and financial stability of the organization; and

WHEREAS, the efforts of these individuals has significantly contributed to the present high standards of our Emergency Medical Service.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners, on behalf of the community, expresses its thanks to:

Mrs. Mae S. Franc — Mr. Paul Arent

Mr. Charles Arent — Mr. Leonard Silverman

for their service to the Ambulance Association and to the Township.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a regular meeting held this 12th day of November, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 21-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING A JOINT AGREEMENT REGARDING EARNED INCOME TAX COLLECTION SERVICES.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the proper officers be authorized to execute an agreement with the Woodland Hills School District and the Boroughs of Chalfant, Churchill and Forest Hills in substantially the following form:

TOWNSHIP OF WILKINS

RESOLUTION #21-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING A JOINT AGREEMENT REGARDING EARNED INCOME TAX COLLECTION SERVICES.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the proper officers be authorized to execute an agreement with the Woodland Hills School District and the Boroughs of Chalfant, Churchill and Forest Hills in substantially the following form:

RESOLUTION

EARNED INCOME TAX

ARTICLES OF AGREEMENT BETWEEN THE WOODLAND HILLS SCHOOL DISTRICT AND THE FOUR TOWNSHIP/BOROUGHS OF THE FORMER CHURCHILL AREA SCHOOL DISTRICT.

MADE AND ENTERED INTO this 31st day of October, 1984, by and between THE SCHOOL BOARD OF WOODLAND HILLS SCHOOL DISTRICT, a political subdivision of the Commonwealth and County, hereinafter called "School Board,"

AND

THE BOROUGH OF CHALFANT, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Chalfant Borough";

AND

THE BOROUGH OF CHURCHILL, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Churchill Borough";

AND

THE BOROUGH OF FOREST HILLS, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Forest Hills Borough";

AND

THE TOWNSHIP OF WILKINS, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Wilkins Township."

WHEREAS, the Township and the Boroughs are coterminous with the School Board, and

WHEREAS, the Township, the Boroughs and the School Board have, by Ordinance or Resolution duly enacted, imposed taxes on salaries, wages, commissions and other compensation under the authority of the Local Tax Enabling Act No. 511 of December 31, 1965, P.L. 1257 as amended; and

WHEREAS, said taxes can be collected most efficiently by joint action,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL BOARD, the BOROUGHS and the TOWNSHIP as follows:

FIRST: The School Board, the Boroughs and the Township agree to employ the same person or agency to collect taxes imposed under the authority of the Local Tax Enabling Act No. 511 as aforesaid.

SECOND: The compensation paid to the person or agency employed to collect taxes shall be paid by the Boroughs and the Township of the School District in the yearly-figured proportions as indicated below:

Chalfant Borough Churchill Borough Forest Hills Borough Wilkins Township	The percent is based on number of accounts for each Borough/Township divided by total number of accounts for four Boroughs/Township. This percent is then applied to one-half the total cost of operating the Earned Income Tax Office (agreed upon at annual October Meeting by votes of Boroughs/Township and School representatives).

SCHOOL BOARD - One half of the total cost voted annually by Boroughs/Township and School Representatives as indicated above.

THIRD: All costs and charges which are the obligation of the parties hereto and incurred in the administration of the office of the tax collector shall be pro-rated among the School Board, the Boroughs and the Township in the percentages calculated yearly by the School Board, the Boroughs and the Township.

FOURTH: All taxes collected by the tax collector shall be deposited in a special Earned Income Tax account and said taxes shall be disbursed at least weekly (or more) directly to the General Fund of the Woodland Hills School District, or to the Boroughs and Township, in accordance with the allocations set forth in the monthly reports of the tax collector.

FIFTH: The School Board shall pay the tax collector the full compensation due in monthly installments. The Boroughs and the Township shall reimburse the School Board for the pro-rata share of such compensation charged to the Boroughs and the Township, semi-annually, on June 1 and December 1 of each year this agreement remains in effect.

SIXTH: The compensation to be paid to the tax collector jointly employed pursuant to this agreement shall commence on January 1, 1985. From the date of this agreement until December 31, 1985 the tax collector employed pursuant to this agreement, shall receive from each of the parties hereto the compensation as provided in the respective ordinances and resolutions in effect prior to the date of this agreement.

SEVENTH: A committee composed of one person from each the School Board, the Boroughs and the Township shall meet in October of each year this agreement remains in effect, to review the provisions herein contained and the administration of the office of tax collector.

EIGHTH: This agreement shall become effective upon execution hereof by all the parties hereto and shall remain in effect until canceled by any of the parties hereto; provided that cancellation of this agreement shall not be effective until six (6) months after notice of such cancellation shall be delivered, either personally, or by registered or certified mail to the Secretary of the parties affected by such cancellation.

NINTH: The parties hereto shall employ a qualified person or agency to audit the accounts of the tax collector employed hereunder, once a year, the costs to be shared by the School District and the Boroughs/ Township.

TENTH: The person or agency jointly employed shall be known as the Earned Income Tax Collector.

ELEVENTH: All funds received by the tax collector as tax payments shall be divided among the parties as required by law, unless the taxpayer specifically designates the political subdivision to which payment shall be applied. Provided that taxes received from non-residents shall be credited to the political subdivision entitled hereto by law.

TWELFTH: The parties hereto shall, after passage of appropriate resolution or ordinance, enter into a joint agreement with the person or agency employed as tax collector, which agreement shall contain the provisions, terms and conditions as jointly agreed upon by the Board of Woodland Hills School District, the Councils of the Boroughs of Chalfant, Churchill and Forest Hills and by the Board of Commissioners of the Township of Wilkins.

IN WITNESS WHEREOF, THE SCHOOL BOARD OF THE WOODLAND HILLS SCHOOL DISTRICT, THE BOROUGH OF CHALFANT, THE BOROUGH OF CHURCHILL, THE BOROUGH OF FOREST HILLS AND THE TOWNSHIP OF WILKINS DULY executed this agreement, each by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST

THE SCHOOL BOARD OF THE WOODLAND HILLS SCHOOL DISTRICT

_____
Secretary

By: _____
President of the School Board

ATTEST

THE BOROUGH OF CHALFANT

_____
Secretary

By: _____
President of Council

ATTEST

THE BOROUGH OF CHURCHILL

_____
Secretary

By: _____
President of Council

ATTEST

THE BOROUGH OF FOREST HILLS

_____
Secretary

By: _____
President of Council

ATTEST

THE TOWNSHIP OF WILKINS

Wilmer K. Baldwin
Secretary
Wilmer K. Baldwin

By: Joseph J. Dombrosky
President of the Board of Commissioners
Joseph J. Dombrosky

SECTION II. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10Th day of December, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

SECTION II. RESOLVED AND ADOPTED BY the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of December, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 22-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1984.

WHEREAS, as a result of appeals filed with the Allegheny County Board of Property Assessment, Appeals and Review regarding the 1984 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of Adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to November 30, 1984 as follows are hereby authorized:

NAME	BLOCK & LOT	YEAR	AMOUNT
Mary Ann B. Ostrowski	372-P-200	1984	$94.28
Gate Properties	453-H-50	1984	227.50
		Total	$321.78

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of December, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 23-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS APPOINTING INDIVIDUALS TO VARIOUS BOARDS AND COMMISSIONS.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the following be appointed to terms on the various Boards and Commissions as noted below:

NAME OF BOARD	NAME	ADDRESS	TERM	DATE NEW TERM EXPIRES
BLDG APPEALS	Frank B. Olander	3532 Ridgewood Dr	5 YRS	12/31/89
CIVIL SERVICE	Irene J. Pohl	227 Harrison Road	6 YRS	12/31/90
ZONING HEARING	Betsy Zimmerman	224 Penhurst Dr.	3 YRS	12/31/87
RECREATION	Harry Kane	251 Harrison Rd.	5 YRS	12/31/89
FIRE CODE HEARING	Roy Buterbaugh	6 Curry Court	3 YRS	12/31/87
FIRE PREV. BUREAU	None	-	2 YRS	12/31/85
PLANNING COMMISSION	Francis Colonello	207 Wallace Ave	5 YRS	12/31/89
CHURCHILL AREA REGIONAL PLAN. COMMISSION	Joseph Wagner	4044 Miller Street	4 YRS	12/31/88
WILKINS AREA INDUSTRIAL DEV. AUTH'Y.	Clarence W. Turner	4126 Marion Hill Rd. New Brighton PA 15066	5 YRS	12/31/89

BE IT FURTHER RESOLVED that Mr. M. Joseph Martinelli, 703 McMasters Avenue, be appointed to the Zoning Hearing Board to fill the unexpired term of Mr. Joseph Scott, resigned. Said term to expire December 31, 1985.

BE IT FURTHER RESOLVED that Mr. Jay Potter of 132 Churchill Road be appointed to the Recreation Board to fill the unexpired term of Mr. William Halligan, resigned. Said term to expire December 31, 1988.

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 10th day of December, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 24-84

A RESOLUTION OF THE TOWNSHIP OF WILKINS EXPRESSING APPRECIATION TO MR. JOSEPH SCOTT.

WHEREAS, Mr. Joseph Scott has tendered his resignation as a member of the Zoning Hearing Board effective January 1, 1985; and

WHEREAS, Mr. Scott has served as a member of the Zoning Hearing Board and it's predecessor, the Zoning Board of Adjustment since 1962; and

WHEREAS, Mr. Scott through his efforts has made a significant contribution to the administration of the Township.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners express it's appreciation to Mr. Scott for his service to the community.

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 10th day of December, 1984.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 1-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AND DIRECTING THE RE-BALANCING OF THE 1984 GENERAL FUND BUDGET BY APPROPRIATING SURPLUS FUNDS RECEIVED AND REAPPROPRIATING UNUSED FUNDS TO DEPLETED APPROPRIATIONS.

WHEREAS, it has been the policy of the Board of Commissioners to balance the General Fund Budget; and

WHEREAS, financial records to November 30, 1984 indicate that a total of thirty eight budget accounts are overdrawn to a total amount of $121,659.25; and

WHEREAS, it is anticipated that this overdraft will reach approximately $125,000.00 by December 31, 1984.

NOW, THEREFORE, BE IT RESOLVED that this liability be met by the following transfers to these depleted accounts:

From Revenue accounts which exceed budgeted amounts the sum of $144,246.35. Said action being taken pursuant to the provisions of Section 1701 of the First Class Township Code, Act of May 29, 1949 P.L. 1955.

RESOLVED AND ADOPTED this second day of January, 1985 at a special meeting of the Board of Commissioners, a quorum being present.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 2-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, STATE OF PENNSYLVANIA, AUTHORIZING THE ISSUANCE OF TAX AND REVENUE ANTICIPATION NOTES IN THE AGGREGATE PRINCIPAL AMOUNT OF $135,000.00.

TOWNSHIP of WILKINS
(Name of Local Government Unit)
ALLEGHENY County, Pennsylvania
$135,000.00, Aggregate Principal Amount
TAX AND REVENUE ANTICIPATION NOTES,
SERIES OF 1985

NOTE RESOLUTION No. 2-85

RESOLUTION AUTHORIZING THE ISSUANCE OF TAX AND REVENUE ANTICIPATION NOTES IN THE ABOVE-STATED AGGREGATE PRINCIPAL AMOUNT; PROVIDING FOR THE DATE, INTEREST RATE, MATURITY DATE, PLACE OF PAYMENT AND REDEMPTION PROVISIONS IN RESPECT OF THE NOTES; ACCEPTING THE PROPOSAL OF PNC INVESTMENT COMPANY, A UNIT OF PITTSBURGH NATIONAL BANK, FOR THE PURCHASE OF THE NOTES; PROVIDING FOR THE SECURITY OF THE NOTES; AUTHORIZING THE PROPER OFFICERS TO EXECUTE AND DELIVER THE NOTES; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE PROCEEDINGS WITH THE DEPARTMENT OF COMMUNITY AFFAIRS; APPOINTING A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITARY; CREATING A SINKING FUND; APPROVING A FORM OF NOTE; AND REPEALING INCONSISTENT RESOLUTIONS.

WHEREAS, the Local Government Unit expects to receive taxes and revenues during the fiscal year ending December 31, 1985; and

WHEREAS, the Local Government Unit desires to borrow for the purpose of meeting current expenses by issuing a note or notes, to be repaid from those taxes and revenues, all in accordance with the Local Government Unit Debt Act (the "Debt Act"), Act of July 12, 1972, P.L. 781, No. 185, as amended and reenacted by Act 78-52, approved April 28, 1978, as amended; and

WHEREAS, as required by Section 506 of the Debt Act, the authorized officers of the Local Government Unit have, not more than thirty (30) days before the date on which this Resolution is adopted, made an estimate, from taxes now levied and assessed and from other budgeted revenues, of the taxes

1(a)(i).

VARNS

and revenues to be received and the expenditures to be made during the period when such note or notes will be outstanding and have certified that estimate by a duly executed document (the "Certificate as to Collections and Expenditures"); and

WHEREAS, PNC Investment Company, a unit of Pittsburgh National Bank (the "Purchaser"), has submitted a proposal (the "Proposal") for the purchase of the Local Government Unit's notes;

NOW, THEREFORE, BE IT RESOLVED by the Governing Body as follows:

Section 1. The Local Government Unit hereby authorizes the issuance of tax and revenue anticipation notes in the above-stated aggregate principal amount in anticipation of the receipt of current taxes and revenues.

Section 2. Such notes shall be designated Tax and Revenue Anticipation Notes, Multiple Issuers' Series of 1985 (the "Notes"), shall be issued as one or more instruments not in excess of the above-stated aggregate principal amount, in such denominations of even One Hundred Dollar lots as shall be determined by subsequent resolutions of the Governing Body of the Local Government Unit. The Notes shall bear interest (a) at the rate of 54% of the prime rate in effect and as announced from time to time by Pittsburgh National Bank, not to exceed 10% per annum, payable at maturity, plus (b) at the rate of .75% of the principal amount thereof, payable upon delivery. The Notes shall not be subject to redemption at the option of the issuer prior to maturity, shall be in fully registered form, without coupons, shall be negotiable according to their provisions, shall be dated their dates of delivery, shall mature October 18, 1985, or seven days after earlier demand, shall be payable as to principal and interest at the corporate trust office of Pittsburgh National Bank, as Paying

Agent and Sinking Fund Depositary, in such coin or currency of the United States of America as shall be legal tender for payment of public and private debts at the time and place of payment and shall be substantially in the form attached to this Resolution as Exhibit A.

Section 3. The Notes shall be executed by the Chief Legislative Officer of the Governing Body of the Local Government Unit and shall have the corporate seal (or a facsimile thereof) of the Local Government Unit affixed thereto or printed thereon, duly attested by the Secretary. To the extent that any one signature on a Note is manual (including the signature of an officer of the Paying Agent authenticating the Notes), the other signatures may be facsimile. The Chief Legislative Officer, Treasurer, Secretary or other proper officer, as the case may be, are further authorized and directed to deliver the Notes to PNC Investment Company, a unit of Pittsburgh National Bank, upon the terms and conditions hereinafter provided and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance and sale of the Notes, all in accordance with this Resolution, the Proposal and the Debt Act.

Section 4. The Paying Agent shall, if directed by the authorized officer of the Local Government Unit, authenticate the Notes by the execution of a Certificate of Authentication, in form and substance satisfactory to Pittsburgh National Bank, to be printed on the Notes.

Section 5. The Chief Legislative Officer, Treasurer, Secretary or other proper officer, as the case may be, is hereby authorized and directed to file a certified copy of this Resolution, an executed copy of the Proposal and an executed copy of the Certificate as to Collections and Expenditures (which

includes a calculation of the cumulative cash flow deficit calculated in accordance with United States Treasury Department Regulation 1.103-14(c) promulgated pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended), the contents of which are hereby approved, with the Department of Community Affairs of the Commonwealth of Pennsylvania.

Section 6. As security for payment of the Notes, the Local Government Unit pledges and grants to the Sinking Fund Depositary for the benefit of the owners, from time to time, of the Notes, a first lien and charge on and security interest in the taxes and all of its other revenues to be received during the period that the Notes will be outstanding.

The Secretary is hereby authorized and directed to sign and cause to be filed Financing Statements pursuant to the Uniform Commercial Code to perfect the security interest hereby created.

Section 7. Pittsburgh National Bank is hereby appointed Paying Agent, Registrar and Sinking Fund Depositary with respect to the Notes.

There is hereby established with the Sinking Fund Depositary a sinking fund in the name of the Local Government to be known as Series of 1985 Tax and Revenue Anticipation Notes Sinking Fund (the "Sinking Fund") into which the Local Government Unit covenants to deposit, and into which the Treasurer or other proper officer is hereby authorized and directed to deposit, on or before the date of delivery and the date of maturity, respectively, adequate amounts as necessary to pay the obligations of the Note. The Paying Agent shall, without further authorization from the Local Government Unit, withdraw from the Sinking Fund the amounts necessary to pay principal of, and interest on, the Notes when due, to the holders of the same, but only upon surrender of the Note against which payment is to be made.

Section 8. Any moneys in the Sinking Fund not required for prompt expenditure may, at the direction of the authorized officer of the Local Government Unit, be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits, except that moneys held in the Sinking Fund may be secured as trust funds. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to holders of the Notes.

Section 9. The Notes issued pursuant to this Resolution shall be direct obligations of the Local Government Unit. The Local Government Unit hereby covenants with the holders from time to time of the Notes that if funds are not available for the full payment of the Notes within the fiscal year in which issued, then the Local Government Unit will either (1) include the amounts necessary to pay the Notes in its budget for the next fiscal year and pay the same from the taxes and other revenues of that fiscal year, to the extent then permitted by applicable law, or (2) fund such amounts within the next fiscal year in accordance with Sections 509 and 510 of the Debt Act, or (3) provide for payment of the Notes by any combination of (1) and (2).

Section 10. The Local Government Unit hereby covenants with the holders from time to time of the Notes that it will make no use of the proceeds of the Notes which, if such use had been reasonably expected on the date of issue of the Notes, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954 and the Regulations thereunder and that it will comply with the requirements of said Section and the Regulations throughout the term of the Notes.

Section 11. The Notes are hereby awarded and sold at private sale by negotiation to PNC Investment Company, a unit of Pittsburgh National Bank, at par, in accordance with all the terms of the Proposal which, as presented at this meeting, is hereby accepted. The proper officers are authorized and directed to sign the Proposal, return it to PNC Investment Company, a unit of Pittsburgh National Bank, and file a copy of it with the records of the Local Government Unit.

Section 12. The proper officers of the Local Government Unit are hereby authorized and directed to execute and deliver such documents, and to take such other action as may be necessary or appropriate in order to effectuate the execution, issuance, sale and delivery of the Notes, all in accordance with this Resolution, the Proposal and the Debt Act.

Section 13. All filing fees and any fee of the Local Government Unit's Solicitor incurred in connection with issuance of the Notes will be paid by the Local Government Unit. The proper officers are hereby authorized and directed to pay all such reasonable expenses at the time of settlement on the Note issue. In the event of any default under the Notes or hereunder, the Local Government Unit agrees to pay the reasonable expenses of the owners

(including court costs and attorneys' fees) incurred in collecting the amount due under the Notes.

Section 14. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

ADOPTED by the Governing Body this 2nd day of January, 1985.

TOWNSHIP of WILKINS

Secretary

By Joseph J. Dombrosky
Title Joseph J. Dombrosky, President, Board of Commissioners
(Chief Legislative Officer)

[SEAL]

RESOLUTION NO. 19-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS PROVIDING FOR EXAMINATION, INSPECTION AND COPYING BY ANY CITIZEN OF THE PUBLIC RECORDS OF THE TOWNSHIP OF WILKINS.

WHEREAS, Act No. 212 of 1957 provides for examination, inspection and copying by any citizen of the public records of the Township of Wilkins at reasonable times; and

WHEREAS, it appears that it is necessary to set aside specific times for record examination, inspection and copying to the end that Township employes may efficiently perform all of the duties assigned to them.

NOW, THEREFORE, the Board of Commissioners of The Township of Wilkins hereby resolv as follows:

SECTION I. The Township Secretary or the Secretary's designee shall set aside the following time for examination, inspection and copying of public records:

9:00 A.M. to 9:30 A.M. Prevailing Time each Wednesday

9:00 A.M. to 9:30 A.M. Prevailing Time each Thursday

9:00 A.M. to 9:30 A.M. Prevailing Time each Friday

Non-Working holidays excepted.

SECTION II. A. In those cases where the material to be examined exceeds more than ten items, documents or script kept in current files, at least forty-eight hours written notice shall be given to the Township Secretary identifying the material to be examined and stating the date of examination.

B. In all cases where the material to be examined is not in current files (i.e. in dead storage), at least forty-eight hours written notice shall be given to the Township Secretary identifying the material to be examined and stating the date of examination.

SECTION III. All persons given access to public records shall be governed by the following rules:

A. No record shall be removed from the room designated for examination.

B. No record shall be mutilated, marked or altered.

C. Any person who has or attempted to mutilate, mark, alter or carry off any record shall not again be permitted access to any record, but may have the rights of examination, inspection and extracting by a duly authorized agent.

SECTION IV. Section III of Resolution No. 612-67 is hereby repealed.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held this 13th day of May, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 3-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AN AGREEMENT REGARDING ANIMAL CONTROL SERVICE.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the proper officers be authorized to execute an agreement with Hoffman's Boarding Kennels in substantially the following form:

ARTICLES OF AGREEMENT

Made and entered into this 1 st day of JANUARY, 19 85, by and between the TOWNSHIP of WEEKENS, the party of the first part, hereinafter referred to as "contracting municipality", and HOFFMAN'S BOARDING KENNELS, the party of the second part.

WITNESSETH:

WHEREAS, party of the first part, hereinafter referred to as contracting municipality, is desirous of acquiring dog control within its municipal boundaries and

WHEREAS, the contracting municipality is desirous of hiring a Dog Law Enforcement Officer and

WHEREAS, the contracting municipality is desirous of hiring the party of the second part, HOFFMAN'S BOARDING KENNELS, to render service for the performance of the duties of dog law enforcement.

NOW, THEREFORE, in consideration of the above recitals and intending to be legally bound, the contracting municipality and HOFFMAN'S BOARDING KENNELS, agree as follows:

1. HOFFMAN'S BOARDING KENNELS is to perform the following duties:

   i. to collect and capture all dogs running at large in the said municipality, if possible or to collect and capture as many dogs running at large within said municipality as is reasonably possible.

   ii. to hold licensed dogs for a period of ten (10) days after capture, after having notified the owner, also to feed and water all dogs while in custody.

   iii. to hold all stray dogs, unlicensed and of good health and disposition for a period of 48 hours after which time said dogs will be placed or humanely destroyed.

   iv. to answer and respond to all calls including calls referring to road killed dogs as quickly as possible after receiving said call and to patrol the municipality a minimum of THREE (3) days per WEEK in search of dogs at large.

   v. to prosecute all violators of the 1982 Pennsylvania State Dog Law Act, as amended.

ARTICLES OF AGREEMENT

Made and entered into this 1 ST day of JANUARY, 19 85, by and between the TOWNSHIP of WEEKENS, the party of the first part, hereinafter referred to as "contracting municipality", and HOFFMAN'S BOARDING KENNELS, the party of the second part.

WITNESSETH:

WHEREAS, party of the first part, hereinafter referred to as contracting municipality, is desirous of acquiring dog control within its municipal boundaries and

WHEREAS, the contracting municipality is desirous of hiring a Dog Law Enforcement Officer and

WHEREAS, the contracting municipality is desirous of hiring the party of the second part, HOFFMAN'S BOARDING KENNELS, to render service for the performance of the duties of dog law enforcement.

NOW, THEREFORE, in consideration of the above recitals and intending to be legally bound, the contracting municipality and HOFFMAN'S BOARDING KENNELS, agree as follows:

1. HOFFMAN'S BOARDING KENNELS is to perform the following duties:

   i. to collect and capture all dogs running at large in the said municipality, if possible or to collect and capture as many dogs running at large within said municipality as is reasonably possible.

   ii. to hold licensed dogs for a period of ten (10) days after capture, after having notified the owner, also to feed and water all dogs while in custody.

   iii. to hold all stray dogs, unlicensed and of good health and disposition for a period of 48 hours after which time said dogs will be placed or humanely destroyed.

   iv. to answer and respond to all calls including calls referring to road killed dogs as quickly as possible after receiving said call and to patrol the municipality a minimum of THREE (3) days per WEEK in search of dogs at large.

   v. to prosecute all violators of the 1982 Pennsylvania State Dog Law Act, as amended.

vi. Our working hours are from daylight until 4 P.M. Monday through Friday. Closed Saturday and Sunday. Emergency calls are answered 24 hours a day, 7 days a week. Emergency calls answered after normal working hours or on Saturday, Sunday or holidays that require a truck to be dispatched will be charged to the municipality at $10.00 per call. These calls will be verified with each month's reports. If the owner is located on any dog that is picked up as the result of an evening or week end call where there is an additional charge of $10.00 incurred that amount will be charged to that owner and not the municipality. We consider an emergency as: 1. a sick or injured dog

2. A dog endangering public health or welfare

2. Trucks used or maintained by HOFFMAN'S BOARDING KENNELS shall be equipped with Cap Chur Gun, tranquilizer, and any other equipment or aid deemed necessary for the capture of dogs falling within the scope of the Dog Law of 1982 and this Agreement.

3. In the event of a dog bite, the owner of such animal shall bear the responsibility of any and all observation fees resulting from his dog's biting another animal or human being. If the owner of said animal is unknown, HOFFMAN'S BOARDING KENNELS shall bear the expense of the dog's observation period.

4. The contracting municipality agrees to pay HOFFMAN'S BOARDING KENNELS the sum of $ 250.00 dollars (TWO HUNDRED FIFTY) per month for and during the term of this Agreement. This Agreement shall continue in effect for the period of TWELVE (12) months from (date hired).

5. In the event the contracting municipality does not maintain its own kennels;

A. The $15.00 fees as provided for in Section 301 of the Dog Law of 1982 shall be paid to HOFFMAN'S BOARDING KENNELS by the contracting municipality by either of the following methods; SAID METHOD TO BE DETERMINED BY THE MUNICIPALITY.

i. by having the owner of a dog seized and detained, pay same directly to HOFFMAN'S BOARDING KENNELS or

ii. by having said owner pay such amount to the contracting municipality which municipality shall pay same to HOFFMAN'S BOARDING KENNELS

B. A board fee for each day the animal remains in custody of HOFFMAN'S BOARDING KENNELS must be paid by the owner of said animal

C. A fee to be determined solely by HOFFMAN'S BOARDING KENNELS shall be charged to any resident of the contracting municipality for either:

1. placing in homes or
2. destroying humanely

any privately and/or individually owned dog, dogs, and/or litter of dogs or cat, cats and/or litter of cats belonging to and/or owned by any resident of said municipality. Said above referred to animals are deemed to be personal property of any said resident.

D. As provided in the Dog Law of 1982 as amended, a stray dog and/or stray dogs which enter resident's property and are fed, cared for, and/or maintained by the said resident is consequently responsible for and liable for said dog; however, if HOFFMAN'S BOARDING KENNELS is notified of any such arrival of a stray dog within three (3) days of such arrival, then HOFFMAN'S BOARDING KENNELS, agree with the contracting municipality that said resident shall not be charged the above referred to fee as set forth in paragraph 5C. This provision in no way alters or affects any other provisions set forth in this Agreement.

6. State reimbursement money paid to the contracting municipality will be paid quarterly to HOFFMAN'S BOARDING KENNELS

7. This contract is to be in full force and effect for a period of TWELVE months, that is from JANUARY 1, 1985 to DECEMBER 31, 1985. IN WITNESS WHEREOF, the parties hereto have set their hands and seals this date, the day and year first above written.

Contracting Municipality

BY: Joyce J. Dougherty

William K Baldeveen

WITNESS:

Arlene Argenta

Hoffman's Boarding Kennels
HOFFMAN'S BOARDING KENNELS

BY: Gary Hoffman
GARY HOFFMAN

RESOLVED AND ADOPTED by the Board of Commissioners of the TOWNSHIP OF WILKINS at a duly assembled meeting held this 14th day of January, 1985.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 4-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS SETTING THE COMPENSATION OF CERTAIN EMPLOYES.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The salaries of the following employes are established as indicated effective December 30, 1984:

Title	#	1/1/85 Rate		Amount changed over Previous Rate
Office Assistant GRI	2	7.91/hr	+	.12/hr (250.00/yr)
School Guard	11	6.09/hr	+	.05/hr (27.00±/yr)
Temporary Laborer	4	4.00/hr	-	1.16/hr

RESOLVED AND ADOPTED by the Board of Commissioners of the TOWNSHIP OF WILKINS at a duly assembled meeting held this 14th day of January, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky

Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 5-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS OPPOSING THE PROPOSED ELIMINATION OF FEDERAL GENERAL REVENUE SHARING.

WHEREAS, the Township has been advised that the Federal Administration is proposing to eliminate Revenue Sharing as a budget cutting proposal; and

WHEREAS, the loss of these funds would cause a loss of approximately $100,000.00 in annual revenue to the Township; and

WHEREAS, these funds are used to provide basic services such as solid waste collection; and

WHEREAS, the elimination of this program would require a significant increase in the local revenue structure.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners express its opposition to the elimination of this vital program.

RESOLVED AND ADOPTED by the Board of Commissioners of the TOWNSHIP OF WILKINS at a duly assembled meeting held this 14th day of January, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 6-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING A LEASE WITH THE COUNTY OF ALLEGHENY FOR QUARTERS FOR THE DISTRICT JUSTICE.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The proper officers are authorized to execute a lease with the County of Allegheny in substantially the following form:

L E A S E

MADE AND ENTERED into this 14th day of JANUARY, 1985, by and between the COUNTY OF ALLEGHENY, a political subdivision of The Commonwealth of Pennsylvania, hereinafter called "County,"

A

N

D

THE TOWNSHIP OF WILKINS, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145, hereinafter called "Lessor."

W I T N E S S E T H:

WHEREAS, the Lessor owns a building located at 110 Peffer Road, Turtle Creek, Pennsylvania, 15145, known as the Wilkins Township Municipal Building, where the County leases space on behalf of the Office of Minor Judiciary under Lease Agreement No. 10157-JP-2-8-A dated June 13, 1983; and

WHEREAS, County and Lessor wish to renew said Lease Agreement per the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor lets unto County an area of space consisting of two (2) conference rooms and the use of an auditorium or a third conference room, weekdays during daylight hours, in the building known as the Wilkins Township Municipal Building, 110 Peffer Road, Turtle Creek, Pennsylvania, 15145, for office space for the operation of the Justice of the Peace.

2. County agrees to pay Lessor rent in the amount of FIVE HUNDRED THIRTY ($530.00) DOLLARS per month during the term of the Lease.

3. The term of this Lease shall be two (2) years beginning July 1, 1984 and terminating June 30, 1986, subject to Paragraph 5 herein.

4. Lessor agrees to provide, in addition to the demised space, the following services at no extra cost to the County:

A. Cost of all taxes, utilities, including heat, air conditioning, electric light, power, sewage, hot and cold running water;

B. Adequate lighting, light fixtures, replacement of fluorescent tubes, starters, and ballasts or incandescent bulbs, and all replacements in any lighting fixtures;

C. Adequate heating and air conditioning facilities and maintenance thereof;

D. Adequate men's and women's toilet and lavatory facilities;

E. Adequate duplex electrical outlets for normal office machines and equipment;

F. New locks and duplicate keys for external and internal doors;

G. Normal janitorial services, including soap, toilet paper, paper towels, window cleaning, cleaning and dusting of furnishings, floor cleaning;

H. Permission for identifying signs;

I. Ingress to the building on a twenty-four (24) hour basis;

J. S. table floor covering;

K. Maintenance of all plumbing and electrical facilities;

L. Suitable window coverings;

M. Snow and ice removal from around the premises, as required;

N. Garbage removal at least once a week;

O. Fire extinguishers as required by the County;

P. Improvements as follows:

(1) A Courtroom bench in Room #3;

(2) Transfer of Office from Room #2 to Room #4;

(3) Drapes and carpeting in Room #4.

5. A lawful continuance of the tenancy beyond said term without thirty (30) days written notice from either party or desire to terminate this Lease shall be deemed a renewal thereof for the terms of one (1) month, and so on from month to month until either party shall give the other one (1) month's notice in writing of intention to terminate the tenancy.

6. Lessor hereby covenants and agrees:

A. To maintain the premises in a tenantable condition and to make all repairs necessary for that purpose;

B. To assume liability for all damages resulting from failure to maintain the premises in a tenantable condition;

C. That in the event of fire, flood, or other acts of God, or in case of Lessor's failure to maintain the premises in

a tenantable condition, rendering it impossible or inconvenient for Lessee to continue to utilize the offices hereby leased, Lessee may, at its option, terminate this Lease by delivering to Lessor a written notice of termination, and Lessee shall be under no liability to pay any rental for the term of this Lease unexpired at the time of the delivery of such notice.

7. Insurance:

A. The Lessor agrees to take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him and any of his agents, employees, licensees, assignees, invitees, contractors or sub-contractors from claims for damages for personal injury and/or property damage which may result out of the ownership, maintenance, or use of the premises.

B. The Lessor hereby remises, releases, discharges, and waives all rights of recovery from the County and any of its Commissioners, Elected Officials, Agents, Representatives or Employees for any liability whatsoever hereinafter arising from loss or damage caused by fire or other casualty. Lessor shall insure the building against damage or destruction by fire and other perils insurable under a standard extended coverage endorsement showing that the Lessor has waived his rights of recovery.

C. County shall have the right to demand Certificates of Insurance evidencing that the above coverages and policies are in force during the life of the contract and the Certificates shall contain:

(1) Date of Insurance Policy;

(2) Amount of coverage provided (Public Liability and Property Damage);

(3) Nature of coverage, including special hazards, if required;

(4) Names of Insurance Company;

(5) Terms of Policy;

(6) Number of Policy; and

(7) Expiration Date.

The Certificate shall provide that the insurance company will inform the County, in writing, by registered mail, thirty (30) days prior to the termination of the policy and prior to any alterations made in the policy, which alterations change, or reduce the insurance provided or change the name of the assured.

8. Failure of either party to exercise their respective rights under the terms of this Lease on any one occasion shall not be construed as a waiver on any subsequent occasion. No provision of this Agreement shall be waived or altered except by writing, endorsed hereon or attached hereto.

9. It is understood and agreed that nothing herein contained is intended or shall be construed to in any respect create or establish the relationship of co-partners between Lessor and the County, or as constituting Lessor the general representative or agent of County for any purpose whatsoever.

10. No elected official, director, officer, agent, or employee of County shall be charged personally or held contractually

liable by or to Lessor under any term or provision of this Lease or because of any breach hereof, or because of its or their execution, approval, or attempted execution of this Lease.

11. Lessor covenants and agrees that County shall peacefully and quietly have, hold, and enjoy the premises and the appurtenances throughout the Lease term without hinderance, ejection, or molestation by Lessor or any person(s) lawfully claiming under Lessor, subject to the other terms and conditions of this Lease Agreement.

12. This Lease shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators or assigns or successors or assigns, as the case may be.

13. All notices required to be given or made by Lessor to County pursuant to this Agreement shall be made to:

COUNTY OF ALLEGHENY
Department of Law
1200 Allegheny Building
429 Forbes Avenue
Pittsburgh, Pennsylvania 15219

or to such other place as the County's Solicitor may from time to time designate in writing.

All notices and payments required to be given by County to Lessor pursuant to this Agreement may be given and made to:

Manager
Township of Wilkins
110 Peffer Road
Turtle Creek, Pennsylvania 15145

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

WITNESS:

TOWNSHIP OF WILKINS

By _____ (SEAL)

COUNTY OF ALLEGHENY

By _____

_____

Board of County Commissioners

ATTEST:

_____

Chief Clerk

APPROVED:

_____

President Judge, Court of Common Pleas

APPROVED AS TO FORM:

_____

County Solicitor

_____

Assistant County Solicitor

Township of Wilkins and County of Allegheny (Minor Judiciary). Amount not to exceed $530.00/month. Approved by Board of County Commissioners on 8/2/84 at Agenda No. 893-A-84.

SECTION II. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 14th day of January, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 7-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS APPOINTING A MEMBER OF THE ZONING HEARING BOARD.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That Mr. Melvin P. Gold of 3925 Dowling Avenue be appointed to the Zoning Hearing Board to fill the unexpired term of Ms. Betsy A. Zimmerman, resigned, Said term to expire December 31, 1987.

SECTION II. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a du ly assembled meeting held this 14th day of January, 1985.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K Baldwin, Secretary

RESOLUTION NO. 8-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS RE-APPOINTING PETER NYCHIS TO THE CIVIL SERVICE COMMISSION.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the following person be re-appointed to terms on the Civil Service Commission:

Mr. Peter Nychis
100 Calmont Drive
Pittsburgh PA 15235

Six (6) year term expires December 31, 1990

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 14th day of January, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 9-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS HONORING THE MEMORY OF MR. WILLIAM HALLIGAN.

WHEREAS, the Board of Commissioners and the Recreation Board note, with sorrow, the passing of Mr. William Halligan of 980 Elizabeth Street; and

WHEREAS, Mr. Halligan has served the Township for many years as a member of the Recreation Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners express their heartfelt sympathy to the mbmbers of Mr. Halligan's family.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a meeting duly assembled this 11th day of February, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 10-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING EXECUTION OF PROJECT REIMBURSEMENT AGREEMENTS FOR BRIDGE IMPROVEMENTS.

WHEREAS, the Township has received, or will receive, from the Pennsylvania Department of Transportation, Project Reimbursement Agreements for Improvement of the following bridges:

Baker Street
Ivy Street
Straleys Lane

and;

WHEREAS, participation in this program will provide funding for these much needed projects.

NOW, BE IT RESOLVED, that the proper officers of the Township are authorized to execute Project Reimbursement Agreements, as supplied by the Pennsylvania Department of Transportation, for the three bridges above listed.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 11th day of February, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 11-85

A RESOLUTION MAKING AN APPOINTMENT TO THE WILKINS AREA INDUSTRIAL DEVELOPMENT AUTHORITY.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That Mr. Zell Reicher of 2309 Marbury Road, Pittsburgh, PA 15221 be appointed to the Wilkins Area Industrial Development Authority to fill the unexpired term of Mr. William Morosini, resigned. Said term to expire December 31, 1987.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 11th day of February, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 12-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS SUPPORTING THE CONCEPT OF ONE HIGH SCHOOL FOR THE WOODLAND HILLS SCHOOL DISTRICT.

WHEREAS, the WILKINS TOWNSHIP BOARD OF COMMISSIONERS has reviewed the long range plans of the Woodland Hills School District which call for the Churchill High School to be the single High School for the District; and

WHEREAS, the economies achieved from one High School would be beneficial to the communities concerned; and

WHEREAS, the Board of Commissioners has been advised by the Council of Parent Organizations of their support of this proposal.

NOW, THEREFORE, BE IT RESOLVED that the Wilkins Township Board of Commissioners express its support for the one High School concept to the Woodland Hills School Board.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 11th day of February, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 13-85

A RESOLUTION IN APPRECIATION
OF THE SERVICE OF CHIEF VICTOR
A. DINZEO.

WHEREAS, Victor Anthony Dinzeo has served the Township of Wilkins as Chief of Police for twenty eight years; and

WHEREAS, under Chief Dinzeo's leadership the Wilkins Township Police Department has developed into a respected, professional organization; and

WHEREAS, Chief Dinzeo has served his profession as President of the Local and Regional, and Pennsylvania Associations of Chiefs of Police; and

WHEREAS Chief Dinzeo has been deeply involved in many civic activities for the betterment of our community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners, on behalf of the citizens of Wilkins Township, express their thanks and appreciation to Chief Victor A. Dinzeo for his service to the community.

ADOPTED by the Board of Commissioners of the Township of Wilkins this 11th day of March, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 14-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE BORROWING OF $20,000.00 FOR THE PURPOSE OF CONSTRUCTING A SANITARY SEWER ON LARIMER AVENUE.

WHEREAS, the Local Government Unit has obtained an estimate of the cost of the Project by taking bids, through the Turtle Creek Valley Council of Governments of which $44,000.00 is financed from CD Grant Funds.

WHEREAS, said cost has been determined to be $109,000.00 and $45,100.00 Capital Reserve Fund.

WHEREAS, a debt statement has been prepared pursuant to Section 410 of the Act; and

WHEREAS, Pittsburgh National Bank has presented a written proposal to this meeting to purchase a note to be issued by the Local Government Unit;

NOW, THEREFORE, be and it hereby is resolved that:

1. The indebtedness of the Local Government Unit be increased in the amount of Twenty Thousand Dollars to be evidenced by the issuance of an installment note in the form of the Note presented to this meeting and incorporated into the minutes hereof as Exhibit N.

2. The debt to be incurred is non-electoral debt and is to be incurred to pay the costs of the Project, the useful life of which is one hundred years.

3. The Note shall be sold at a private sale.

4. The Local Government Unit accepts the proposal of the Bank to purchase the Note, at par. The Note will be dated the date of its delivery, will mature in the following installments on the following dates:

DATE	AMOUNT
February 1, 1986	4,000.00
February 1, 1987	4,000.00
February 1, 1988	4,000.00
February 1, 1989	4,000.00
February 1, 1990	4,000.00

will bear interest at the rate of 9% per annum on the unpaid balance, payable semi-annually, and will be redeemable at the option of the Local Government Unit at any time without premium or penalty.

5. The proposal of the Bank presented to this meeting shall be incorporated into the minutes hereof as Exhibit "B" and the proper officers of the Local Government Unit, namely the President of the Board and Secretary, are hereby authorized and directed to execute and deliver on behalf of and under the seal of the Local Government Unit an acceptance of said proposal.

6. The Note shall be a general obligation of the Local Government Unit and the Local Government Unit hereby convenants with the holder, from time to time, of the Note that it will include the amount of the debt service for each fiscal year in which any installment of principal or interest is payable in its budget for that year, will appropriate such amounts to the payment of such debt service and will duly and punctually pay or cause to be paid the principal and interest on the Note on the dates and at the places and in the manner stated therein according to the true intent and meaning thereof, and for such budgeting, appropriation and payment, the Local Government Unit hereby pledges its full faith, credit and taxing power.

7. Pittsburgh National Bank is hereby designated as the Sinking Fund Depository for the Note and there is hereby created a Sinking Fund for the payment of the principal and the interest thereon which shall be deposited into the Sinking Fund no later than the date upon which the same becomes due and payable. The Treasurer of the Local Government Unit shall deposit into the Sinking Fund sufficient amounts for payment of principal and interest on the Note no later than the date upon which such payments shall become due. The Sinking Fund Depository shall, without further action by the Local Government Unit withdraw available monies in the Sinking Fund and apply said monies to payment of the principal of and interest on the Note.

8. The appropriate officer, namely the President of the Board of Commissioners shall execute and affix the seal of the Local Government Unit to the Note and the Secretary shall attest the same and either or both officers shall deliver the Note to the Bank.

9. The proper officers of the Local Government Unit are hereby authorized and directed to do all acts necessary and proper for the issuance and securing the said Note.

10. This Resolution shall be deemed to be a contract with the holders, from time to time, of the Note and the covenant contained in Section 6 hereof shall be specifically enforceable.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 11th day of March, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 15-85

A RESOLUTION OF THE TOWNSHIP
OF WILKINS HONORING THE MEMORY
OF FRANCESCO PALMIERI.

WHEREAS, the Supreme and All Wise Creator and Ruler of all Life and Being has found that one of our numbers, a former Public Works Department Employee of the Township of Wilkins, Francesco Palmieri, had completed the work for which he was placed among us and was needed for future usefulness in the Great Beyond; and

WHEREAS, the same Supreme Being has deemed it wise to take from our midst a dedicated servant, and a friendly, and benevolent citizen; and

WHEREAS, while we who have known him as a member of the Wilkins Township Department of Public Works and as a resident will miss his congenial fellowship.

THEREFORE, BE IT RESOLVED, that as members of the Board of Commissioners of the Township of Wilkins now assembled, we tender to his family our sincere and heartfelt sympathy. May his soul rest in Peace.

RESOLVED AND ADOPTED this 8th day of April, 1985 at a regular meeting duly assembled.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 16-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING EXECUTION OF PROJECT REIMBURSEMENT AGREEMENTS FOR BRIDGE IMPROVEMENTS.

WHEREAS, the Township has received, or will receive, from the Pennsylvania Department of Transportation, Project Reimbursement Agreements for Improvement of the following bridges:

Baker Street
Ivy Street
Straleys Lane

and;

WHEREAS, participation in this program will provide funding for these much needed projects.

NOW, BE IT RESOLVED, that the proper officers, Mr. Joseph J. Dombrosky, President of the Board of Commissioners and Mr. Wilmer K. Baldwin, Secretary of the Township are authorized to execute Project Reimbursement Agreements, as supplied by the Pennsylvania Department of Transportation, for the three bridges above listed.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 8th day of April, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 17-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AN AGREEMENT WITH THE WILKINSBURG PENN JOINT WATER AUTHORITY RE: MUNICIPAL BUILDING WATER LINE.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The proper Township Officials are hereby authorized and directed to execute and deliver an agreement with the Wilkinsburg Penn Joint Water Authority in substantially the form annexed hereto.

SECTION II. The necessary funds required to implement said agreement are hereby appropriated from the Township Treasury.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 8th day of April, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

AGREEMENT

MADE this 8th day of April, 1985

by and between

THE TOWNSHIP OF WILKINS, a municipal subdivision of the Commonwealth of Pennsylvania (the "Township")

and

THE WILKINSBURG-PENN JOINT WATER AUTHORITY, a municipal authority of the Commonwealth of Pennsylvania (the "Authority").

IN CONSIDERATION of the mutual covenants herein contained, the parties hereto agree as follows:

1. The Township hereby employs the Authority to perform the work necessary to extend an eight inch water main owned and operated by the Authority from its location on Peffer Road, southwardly to the Township Municipal Building, as more fully shown on the plan prepared by the Authority, which plan is dated the 27th day of September, 1984 and is incorporated herein by reference thereto as though fully set forth herein.

2. The Township also employees the Authority to perform the work necessary to install a four inch service line to the Municipal Building and the Rescue I Ambulance Association Building.

3. The Township also employees the Authority to perform the work necessary to install one fire hydrant on the eight inch line extension.

4. The Authority hereby accepts said employment for which it shall be paid by the Township the actual cost to the Authority for all materials and labor used in the project, plus twenty-two percent (22%) added to the labor costs, which sums the Township agrees to pay.

5. The Township agrees to advance to the Authority the following amounts to be applied to the projects:

Main water line	$5,758.00
Municipal Building Service Line . .	$1,308.67
Rescue I Service Line . . .	$ 515.00
One Fire Hydrant	$1,658.24
Total	$9,239.91

In the event the actual cost of the completed work is greater than $9,239.91, the difference shall be paid by the Township.

In the event the actual cost of the completed work is less than $9,239.91, the difference shall be reimbursed to the Township by the Authority.

6. The Township may use its own labor and equipment to dig the necessary trench for the main line, in which case the sum of $1,000.00 shall be deducted from the $5,758.00 aforesaid.

7. Upon completion of the work, the Township agrees to deliver to the Authority a deed of easement and ownership, in recordable form, for the eight inch main line.

8. The Authority will pay to the Township the sum of $0.44 per foot of the completed length of the main line when the fire service charge is paid by the Township and also $50.00 for each property abutting the distribution main to take service within ten (10) years from the date of the deed transferring the facilities to the Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year aforesaid.

ATTEST:

TOWNSHIP OF WILKINS

By _____
President of the Board of Commissioners

ATTEST:

THE WILKINSBURG-PENN JOINT WATER AUTHORITY

_____

By _____
Chairman

RESOLUTION NO. 18-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS RE: COMMUNITY FACILITIES GRANT.

BE IT RESOLVED, that the Township of Wilkins of Allegheny County hereby requests a Community Facilities Grant of $50,000.00 from the Department of Commerce of the Commonwealth of Pennsylvania to be used for the Highland-Clugston Avenues Sanitary Sewer.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Joseph Dombrosky, President of Commissioners as the official to execute all documents and agreements between the Township of Wilkins and the Pennsylvania Department of Commerce to facilitate and assist in obtaining the requested Grant.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby irrevocably pledge the required matching share of $50,000.00 toward fulfillment of the Community Facilities Project Grant.

I, Wilmer K. Baldwin, duly qualified Secretary for the Township of Wilkins, Allgeheny County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Wilkins Township Board of Commissioners at a regular meeting held April 29, 1985 and said Resolution has been recorded in the Minutes of the Township of Wilkins and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Wilkins this 29th day of April 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 20-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS PROVIDING FOR A REDUCTION IN THE RATE OF MEMBERS CONTRIBUTION TO THE POLICE PENSION FUND.

WHEREAS, the Township of Wilkins, Allegheny County, Pennsylvania has installed and at present is operating a Police Pension Fund for the Members of the Police Department in accordance with certain laws pertaining to such Funds; and

WHEREAS, such Pension Fund is fully funded and provides all of the necessary and desired benefits in accordance with such laws pertaining to Police Pension Funds; and

WHEREAS, the income into such Fund exceeds the annual cost of the benefits provided for under such Fund; and

WHEREAS, the Township and the Police Employes have received an arbitration award reading, in part, as follows:

> PENSION PLAN -- The interest received by the Township from any police pension funds on deposit by the Township during any prior year, beginning with the year 1981, shall be used to reduce the contributions of the employes to their pensions under Act 600; and

WHEREAS, the Township has been advised by the Auditor General's Office that this procedure can be implemented on an annual basis by Resolution if the fund is determined to be sound; and

WHEREAS, evidence has been presented stating that the Fund is sound and that the earnings for the year 1984 has been certified to be sufficient to supplement the member contributions for 1985.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the Township be authorized and directed to implement the applicable provisions of the arbitration award.

RESOLVED AND ADOPTED at a regular meeting of the Wilkins Township Board of Commissioners this 10th day of June, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 21-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS URGING THE UNITED STATES CONGRESS TO ENACT NO LEGISLATION TO TAX OR RESTRICT THE CONTINUED ISSUANCE OF TAX-EXEMPT OBLIGATIONS BY STATE AND LOCAL GOVERNMENTS.

WHEREAS: The cities and towns of Pennsylvania finance capital projects for various purposes defined as public by state law through the issuance of obligations whose interest is exempt from Federal income taxation;

WHEREAS: The projects financed with said obligations provide for the benefit of all area citizens and build roads, schools, sewer lines, public and charitable hospitals, and low-income housing among other facilities;

WHEREAS; The tax-exemption of said obligations has lowered the cost of borrowing for all states and localities in turn lowering the cost of providing essential projects and services at the state and local level;

WHEREAS: The tax-exemption on said obligations is not a mere tax expenditure but stems from the Constitutional doctrine of reciprocal immunity which exempts from Federal income taxation interest earned on state and local government obligations;

WHEREAS: Certain proposals being considered by the United States Congress would severely restrict the ability for public purposes as defined by duly enacted state statute and prohibit the use of government and private enterprise partnerships to provide efficient and cost-effective delivery of services thereby impairing the ability of state and local officials to determine public priorities within their jurisdictions and the most appropriate method of financing those priorities;

WHEREAS: Certain proposals being considered by the United States Congress would subject the interest earned or said obligations to Federal income taxation or eliminate the ability of financial institutions to deduct the cost incurred in buying and carrying tax-exempt obligations and would adversely affect the continued efficient functioning of the entire market for state and local government obligations thereby raising the cost of borrowing for state and local government and consequently raising the cost of government;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Wilkins urges the United States Congress to enact no legislation which would further limit the ability of state and local governments to issue tax-exempt obligations for public purposes as defined by duly enacted state law, tax the interest on said obligations, or eliminate further the ability of financial institutions to deduct the costs of purchasing or carrying such obligations.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 8th day of July, 1985.

TOWNSHIP OF WILKINS

Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 22-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS
APPROVING THE RECORDING OF GLARNER PLAN #1.

WHEREAS, the Township of Wilkins has received a request for approval of a two lot land subdivision by Mr. George F. Glarner as described in a plan prepared by Duane R. Schmiedel R.S., R.P.E. dated November 15, 1984; and

WHEREAS, the proposed subdivision was reviewed and approved by the Planning Commission on July 17, 1985; and

WHEREAS, approval by the Board of Commissioners is required;

NOW, THEREFORE, BE IT RESOLVED that the subdivision plan is approved and the proper officers of the Township are hereby authorized to sign the record plan for Glarner Plan #1 dated November 15, 1984.

RESOLVED AND ADOPTED at a duly assembled meeting of the Board of Commissioners held this 29th day of July 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 23-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1985.

WHEREAS, AS A RESULT OF APPEALS FILED WITH THE Allegheny County Board of Property Assessment, Appeals and Review regarding the 1985 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to August 8, 1985, as follows are hereby authorized:

NAME	BLOCK & LOT	YEAR	AMOUNT
George F. Mitchell	455-A-179	1985	13.72
George and Helen Porado	454-B-80	1985	20.58
Mark and Patricia Bursik	373-D-160	1985	14.41

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 12th day of August, 1985.

TOWNHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 24-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1985.

WHEREAS, as a result of appeals filed with the Allegheny County Board of Property Assessment, Appeals and Review regarding the 1985 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to September 3, 1985 as follows are hereby authorized:

NAME	BLOCK & LOT	AMOUNT
Stephen J. & Sally Tomasevich	454-E-34	10.98
Linda Strock	541-K-42	6.86
Donald Slusser	373-D-162	8.23
Donald Slusser	373-D-163	8.23
Philip E. Sinopoly	373-D-153	19.21
Carl M. & Lynn G. Schneir	372-R-100	4.12
Norman K. & Ethel R. Rockwell	452-M-122	19.21
Lester M. & Barbara Parker	452-S-144	18.52
Michael & Mary Porado	542-A-176	13.72
Daniel A. & Josephine Oddo	372-S-4	2.74
Alys S. Nippes	452-F-38	10.29
Thomas & Pamela M. Nenno	453-N-30	47.33
George & Florence Liebling	541-R-78	6.17
Thaddeus Kaczorowski	541-K-190	7.55
Robert A. & Brenda Hansen	453-N-8	24.01
Sidney & Hortense Goldberg	542-B-14	4.12
Walter E. & Marian Finch	372-K-184	4.80
Tzuen Shi Chang	541-K-146	30.18
David B. & Barbara L. Bache	373-H-4	6.86
TOTAL		$253.13

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of September, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 25-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS ESTABLISHING COMPENSATION FOR THE CHIEF OF POLICE AND THE FOREMAN, DEPARTMENT OF PUBLIC WORKS

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. Effective September 23, 1985, the annual compensation of the Chief of Police and Foreman, Department of Public Works are established as follows:

Chief of Police	$29,150.00
Foreman, Department of Public Works	$27,935.00

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of September, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 26-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AND DIRECTING AN AGREEMENT WITH TURTLE CREEK BOROUGH REGARDING SPEED CONTROL DEVICES.

THE BOARD OF COMMISSIONERS of the TOWNSHIP OF WILKINS resolve as follows:

The proper Township Officials are authorized and directed to enter into an agreement with the Borough of Turtle Creek, which Agreement is annexed hereto and made a part hereof:

AGREEMENT

MADE AS OF September 30, 1985 between the Borough of Turtle Creek ("Borough") and the Township of Wilkins ("Township").

WITNESSETH that in consideration of the mutual covenants herein contained, the Borough and the Township agree as follows:

1. This Agreement is made pursuant to the Intergovernmental Cooperation Act, Act 180 of 1072.

2. The Borough and the Township have determined that for the public safety and protection of the health, safety and welfare of the citizens of the Borough and the Township, it is necessary to establish speed control devices on the portion of Negley Avenue situate in the Borough, south of the Borough and the Township boundary line.

3. The Borough and the Township have agreed that installation of the speed control devices shall be accomplished in accordance with the following terms and conditions:

A. The Township will install speed control devices in the nature of "bumps" in accordance with the design and specifications on file in the Office of the Secretary of the Township. In addition, the Township will obtain and install warning signs concerning the "bumps".

B. The precise location of the "bumps" will be designated bv the Borough.

C. All costs of the project will be divided equally between the Borough and the Township. The Borough will reimburse the Township within thirty (30) days of receipt of an invoice by the Township.

D. Maintenance and/or removal of the "bumps" shall be at the sole cost of the Borough.

4. This Agreement shall expire upon completion of the work required for installation of the speed control devices and payment of the costs due by the Borough to the Township.

IN WITNESS WHEREOF, the Borough and the Township have caused this Agreement to be executed by their duly authorized municipal officials.

ATTEST: BOROUGH OF TURTLE CREEK

_____ By _____

ATTEST: TOWNSHIP OF WILKINS

Wilmer K. Baldwin By Joseph J. Dudevosky

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 30th day of September, 1985.

ATTEST: TOWNSHIP OF WILKINS

Wilmer K. Baldwin By Joseph J. Dudevosky

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 27 -85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1985.

WHEREAS, as a result of appeals filed with the Allgeheny County Board of Property Assessment, Appeals and Review regarding the 1985 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to October 7, 1985 as follows are hereby authorized:

NAME	BLOCK & LOT	AMOUNT
Herbert & Delores Cartiff	453-N-34	14.00
Nicholas DiBattiste	452-M-57	14.70
Walter & Bertha J. Howe	453-K-112	30.80
J. Kaufman & R. Mishler	372-M-284	14.41
Janis L. Knutzen	452-H-126	6.86
T.W. Jr. & Beverley J. Murphy	541-K-68	38.42
Edward S. & Sarah J. Pelc	373-C-14	15.40
Michael R. & Judith A. Pluhta	372-K-26	12.60
Guy & Maria Joanne Taglieri	454-A-54	31.56
Robert A. & Miriam Zimmerman	453-M-114	21.27
Robert J. & Lucy B. Zarochak	453-J-84	15.78
Frank W. & Eliza Wisneski	372-N-276	8.92
Ralph E. & Sylvia A. Scherger	452-C-14	23.32
Morton R. & Eileen C. Samuels	452-M-154	25.38
Kirk & Virginia L. Renner	453-G-24	20.58
David & Georgia Rainero	454-B-165	8.92
Donald H. & Gwen S. Moss	452-G-94	13.03
Arthur P. & Hulda S. Malone	372-L.64	10.98
Elmer & Patricia Komaromy	372-K-62	28.13
Thomas A. & Rita D. Kirsch	372-S-14	6.86
Joseph & Helen Kato	541-P-268	10.29
Henry J. & Henrietta Hanna	372-K-22	10.29
Eleanor Tylka Hoffman	453-K-210	13.72
Robert E. & Evelyn R. Fromson	452-K-10	13.72
Harry P. & Marjorie Graham	452-H-16	7.55
G. Fischman and E. Saunders	541-P-48	32.24
Alan G. & Elizabeth Fischer	372-P-162	14.41
Harry M. & Jane M. Findling	453-J-138	13.72
Lin & Bianca Anderson	541-N-224	10.98
Jack A. & Annabel H. Cubbison	372-K-112	15.78
Michael T. & Maureen S. Clancey	372-S-44	6.86
Edward & Anna B. Cheppa	541-R-22	6.30
Richard P. Chekanski	372-L-22	13.72
Betty J. Chambers	454-P-88	6.17
David E. & Judith A. Buchanan	454-B-55	20.58
Glenn C. & Mary L. Bland	454-H-59	15.09
Edward & Geraldine Bires	373-C-86	12.35
Alan & Darcy Bernstein	453-N-22	24.01
Total		$609.70

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 14th day of October, 1985.

ATTEST:

Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
President,
Board of Commissioners

RESOLUTION NO. 28-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AN AGREEMENT REGARDING JOINT COLLECTION OF THE EARNED INCOME TAX.

THE Township of Wilkins resolves as follows:

SECTION I. That the proper officers of the Township are authorized to enter into an agreement in substantially the following form:

RESOLUTION

EARNED INCOME TAX

ARTICLES OF AGREEMENT BETWEEN THE WOODLAND HILLS SCHOOL DISTRICT AND THE FOUR TOWNSHIP/BOROUGHS OF THE FORMER CHURCHILL AREA SCHOOL DISTRICT.

MADE AND ENTERED INTO this _____ day of _____, 198 __, by and between THE SCHOOL BOARD OF WOODLAND HILLS SCHOOL DISTRICT, a political subdivision of the Commonwealth and County, hereinafter called "School Board,"

AND

THE BOROUGH OF CHALFANT, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Chalfant Borough";

AND

THE BOROUGH OF CHURCHILL, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Churchill Borough";

AND

THE BOROUGH OF FOREST HILLS, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Forest Hills Borough";

AND

THE TOWNSHIP OF WILKINS, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Wilkins Township."

WHEREAS, the Township and the Boroughs are coterminous with the School Board, and

WHEREAS, the Township, the Boroughs and the School Board have, by Ordinance or Resolution duly enacted, imposed taxes on salaries, wages, commissions and other compensation under the authority of the Local Tax Enabling Act No. 511 of December 31, 1965, P.L. 1257 as amended; and

WHEREAS, said taxes can be collected most efficiently by joint action,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL BOARD, the BOROUGHS and the TOWNSHIP as follows:

FIRST: The School Board, the Boroughs and the Township agree to employ the same person or agency to collect taxes imposed under the authority of the Local Tax Enabling Act No. 511 as aforesaid.

SECOND: The compensation paid to the person or agency employed to collect taxes shall be paid by the Boroughs and the Township of the School District in the yearly-figured proportions as indicated below:

Chalfant Borough Churchill Borough Forest Hills Borough Wilkins Township	The percent is based on number of accounts for each Borough/Township divided by total number of accounts for four Boroughs/Township. This percent is then applied to one-half the total cost of operating the Earned Income Tax Office (agreed upon at annual October Meeting by votes of Boroughs/Township and School representatives).

SCHOOL BOARD - One half of the total cost voted annually by Boroughs/Township and School Representatives as indicated above.

THIRD: All costs and charges which are the obligation of the parties hereto and incurred in the administration of the office of the tax collector shall be pro-rated among the School Board, the Boroughs and the Township in the percentages calculated yearly by the School Board, the Boroughs and the Township.

FOURTH: All taxes collected by the tax collector shall be deposited in a special Earned Income Tax account and said taxes shall be disbursed at least weekly (or more) directly to the General Fund of the Woodland Hills School District, or to the Boroughs and Township, in accordance with the allocations set forth in the monthly reports of the tax collector.

FIFTH: The School Board shall pay the tax collector the full compensation due in monthly installments. The Boroughs and the Township shall reimburse the School Board for the pro-rata share of such compensation charged to the Boroughs and the Township, semi-annually, on June 1 and December 1 of each year this agreement remains in effect.

SIXTH: The compensation to be paid to the tax collector jointly employed pursuant to this agreement shall commence on _____. From the date of this agreement until _____, the tax collector employed pursuant to this agreement, shall receive from each of the parties hereto the compensation as provided in the respective ordinances and resolutions in effect prior to the date of this agreement.

SEVENTH: A committee composed of one person from each the School Board, the Boroughs and the Township shall meet in October of each year this agreement remains in effect, to review the provisions herein contained and the administration of the office of tax collector.

EIGHTH: This agreement shall become effective upon execution hereof by all the parties hereto and shall remain in effect until canceled by any of the parties hereto; provided that cancellation of this agreement shall not be effective until six (6) months after notice of such cancellation shall be delivered, either personally, or by registered or certified mail to the Secretary of the parties affected by such cancellation.

NINTH: The parties hereto shall employ a qualified person or agency to audit the accounts of the tax collector employed hereunder, once a year, the costs to be shared by the School District and the Boroughs/ Township.

TENTH: The person or agency jointly employed shall be known as the Earned Income Tax Collector.

ELEVENTH: All funds received by the tax collector as tax payments shall be divided among the parties as required by law, unless the taxpayer specifically designates the political subdivision to which payment shall be applied. Provided that taxes received from non-residents shall be credited to the political subdivision entitled hereto by law.

TWELFTH: The parties hereto shall, after passage of appropriate resolution or ordinance, enter into a joint agreement with the person or agency employed as tax collector, which agreement shall contain the provisions, terms and conditions as jointly agreed upon by the Board of Woodland Hills School District, the Councils of the Boroughs of Chalfant, Churchill and Forest Hills and by the Board of Commissioners of the Township of Wilkins.

IN WITNESS WHEREOF, THE SCHOOL BOARD OF THE WOODLAND HILLS SCHOOL DISTRICT, THE BOROUGH OF CHALFANT, THE BOROUGH OF CHURCHILL, THE BOROUGH OF FOREST HILLS AND THE TOWNSHIP OF WILKINS DULY executed this agreement, each by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST

THE SCHOOL BOARD OF THE WOODLAND HILLS SCHOOL DISTRICT

_____
Secretary

By: _____
President of the School Board

ATTEST

THE BOROUGH OF CHALFANT

_____
Secretary

By: _____
President of Council

ATTEST

THE BOROUGH OF CHURCHILL

_____
Secretary

By: _____
President of Council

ATTEST

THE BOROUGH OF FOREST HILLS

_____
Secretary

By: _____
President of Council

ATTEST

THE TOWNSHIP OF WILKINS

Marian K Baldwin
Secretary

By: Joseph J Dancanosky
President of the Board of Commissioners

RESOLVED AND ADOPTED by the Board of Commissioners of the TOWNSHIP OF WILKINS at a duly assembled meeting held this 14th day of October, 1985.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 29-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS
DIRECTING THE DISTRIBUTION OF PENSION FUND
MONIES UNDER PROVISIONS OF ACT 205.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That funds received from the Commonwealth for pension purposes under provisions of Act 205 be distributed as follows:

Total amount received	$39,787.12
To be distributed to Police Pension Fund	29,133.12
To be distributed to the PA Municipal Retirement System for Non-Police Employes	10,654.00

SECTION II: RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 14th day of October, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky,
President
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 30-85

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

WHEREAS, the Commissioners of Wilkins Township are desirous of obtaining funds from the Department of Development in the amount of $10,000.00 under the Federal Housing and Community Development Act as amended.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners does hereby formally request a grant from the Department of Development.

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

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

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 4th day of November, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 31-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING THE PROPER OFFICERS TO EXECUTE
A SANITARY SEWER EASEMENT AGREEMENT
WITH THE UNION RAILROAD

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The proper officers of the Township are authorized to execute a sanitary sewer easement agreement with the Union Railroad Company in substantially the following form:

EASEMENT

(Pipeline)

PARTIES

THIS EASEMENT, made this 1st day of January, 1986, and intended to take effect on this day, although actually executed on the 11th day of November, 1985, by and between UNION RAILROAD COMPANY, a Pennsylvania corporation

whose address is P.O. Box 68, Monroeville, Pa. 15146

hereinafter called Grantor, party of the first part, and TOWNSHIP OF WILKINS, a municipal corporation of the County of Allegheny and Commonwealth of Pennsylvania

whose address is 110 Peffer Road, Turtle Creek, Pa. 15145

hereinafter called Grantee, party of the second part, in consideration of the sum of One dollar ($ 1.00), paid to the Grantor by the Grantee, for the preparation of this Easement, and the covenants and agreements hereinafter recited, on the part of Grantee to be paid, kept and performed, Grantor hereby grants to Grantee an easement for the construction, maintenance, repair and removal of the following:

DESCRIPTION

Section 1.

One (1) eight (8) inch sanitary sewer line, consisting of cast iron pipe under and across land of Grantor at Linhart in Wilkins Township, Allegheny County, Pa. as shown in red on print of Grantor's Plan No. B-3299, marked Exhibit A, attached hereto and made a part hereof.

The facilities of the Grantee, covered by the right herein granted, are hereinafter called The Pipeline.

IT IS AGREED BETWEEN THE PARTIES HERETO:

FEE

Section 2.

Grantee shall pay to Grantor, upon the execution of this Easement, for the right herein granted, the lump sum of One hundred dollars ($ 100.00).

USE

Section 3.

(a) The Pipeline shall be used solely for the purpose of conveying sanitary sewage and for no other purpose without Grantor's prior written consent.

(b) Grantee shall not permit The Pipeline to be used for any purpose which is forbidden by law, regulation or ruling of any governmental authority or which may invalidate any policy of insurance.

(c) Grantee shall not use any other property of Grantor other than is occupied by The Pipeline without first obtaining Grantor's prior written consent and complying with all requirements of Grantor applicable thereto.

(d) Grantee agrees that in its construction, maintenance, repair and removal of The Pipeline, it shall do so with a minimum of interference with the natural drainage of Grantor's lands,

and shall provide and maintain, at its sole cost and expense, all grading and compacting, together with drainage facilities required because of construction, maintenance, repair and removal of The Pipeline. All work associated herewith shall be subject to the approval of the Chief Engineer of Grantor, or his duly authorized representative.

INGRESS AND EGRESS

Section 4.

Grantor does not undertake to provide a means of ingress and egress to The Pipeline, except over lands of Grantor, as herein specified, and in a manner approved by the Chief Engineer of Grantor, or his duly authorized representative.

CONSTRUCTION

Section 5.

The Pipeline shall be constructed in accordance with the latest revision of the specifications for pipelines as published by the American Railway Engineering Association.

CATHODIC PROTECTION

Section 6.

(a) Any cathodic protection installed to protect The Pipeline shall be installed in a manner so as to ensure there is no interference with Grantor's signaling apparatus.

(b) Installation of cathodic protection subsequent to the installation of The Pipeline shall be considered as an additional occupation and shall require occupational rights from Grantor. The granting of these occupational rights for the cathodic protection shall require payment of an additional fee by Grantee.

FLAGMEN

Section 7.

(a) The Grantor shall place and maintain, at the sole cost and expense of Grantee, any flagmen, watchmen and/or inspectors Grantor deems necessary for the proper protection of traffic moving on its tracks and to insure the safety of its operations during construction, maintenance, repair, relocation and removal of The Pipeline.

(b) Movement of personnel, equipment and materials over and across the tracks of Grantor shall be held to a minimum and such movements shall be made only under the supervision and direction of the Chief Engineer of Grantor, or his duly authorized representative.

MATERIALS AND WORKMANSHIP

Section 8.

(a) All materials and workmanship required in the construction, maintenance, repair and removal of The Pipeline, shall be furnished by the Grantee, but shall be subject to inspection at all times by the Chief Engineer of Grantor, or his duly authorized representative. Any materials or workmanship declared to be unsatisfactory by Grantor shall be replaced by the Grantee at its own expense, with materials and workmanship satisfactory to Grantor. The privilege of inspecting the materials and workmanship involved in the construction, maintenance, repair, relocation, and removal of The Pipeline and to notify Grantee to renew, repair or replace materials and workmanship unsatisfactory to Grantor shall not be construed as imposing any obligation whatsoever on Grantor to inspect such materials and workmanship and to notify Grantee to renew, repair and replace any materials or workmanship, it being the intent of the parties to this Easement that the sole responsibility for the materials and workmanship used in the construction, maintenance, repair, relocation, and removal of The Pipeline, shall at all times be that of Grantee alone.

E/P

(b) When, in the opinion of Grantor, The Pipeline is in a defective condition, the Grantee shall, at its own cost and expense, within ten (10) days after receipt of written notice from Grantor, renew or repair The Pipeline in a manner satisfactory to the Chief Engineer of Grantor, or his duly authorized representative.

RELOCATION, CHANGES AND ALTERATIONS

Section 9.

(a) When and as often as the Grantor shall require to have the location and/or elevation of The Pipeline, or any portion thereof, changed for the purposes of making improvements to the facilities of Grantor, or minimizing any unreasonable hazards presented by The Pipeline, or the contents thereof, Grantee shall, at its own cost and expense, with due diligence but in any event not later than sixty (60) days after receipt of written notice from Grantor, change the location and/or elevation of The Pipeline, or any portion thereof, to such a location and/or elevation as shall be designated by the Chief Engineer of Grantor, or his duly authorized representative.

(b) In the event Grantee submits in writing a request to Grantor to extend the sixty (60) day relocation period, Grantor shall respond within thirty (30) days.

(c) Grantee agrees that upon request from Grantor, it will, at its own expense, make changes or alterations to The Pipeline when Grantor's operations require modification to Grantor's facilities, or to minimize any hazards presented by The Pipeline or to the contents thereof.

(d) In the event Grantee shall fail to change the location or elevation of, renew or repair, alter, or make any changes requested by Grantor, to The Pipeline, or any portion thereof, or to correct any defective conditions after receipt of written notice from Grantor, as hereinbefore provided and within the time stipulated, then Grantor may, without further notice to Grantee, perform said work. The total cost of such work performed by Grantor shall be charged to and be borne by Grantee.

INSURANCE

Section 10.

(a) The Grantee shall have all contractors and sub-contractors secure prior to the commencement of any work, and maintain until the completion of such work policies of insurance in form and with companies satisfactory to the Grantor and with companies authorized to operate in the Commonwealth of Pennsylvania for the following types of protection:

(1) Worker's Compensation Insurance: This insurance shall be in accordance with the provisions of the Pennsylvania Worker's Compensation Act and the Pennsylvania Occupational Disease Act, as amended, and all laws amendatory thereof which may be or become effective while the policy is in force, without an exception, qualification or limitation.

(2) Contractor's Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death for one person and not less than $1,000,000 for any one accident; and $500,000 for property damage for any one accident with a total or aggregate limit of $1,000,000. This insurance shall also specifically include all hazards of explosion, collapse, and underground damage; certificates submitted shall so state.

E/P

(3) Contractor's Protective Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death for one person and not less than $1,000,000 for any one accident; and $500,000 for property damage for any one accident with a total or aggregate limit of $1,000,000.

(4) Railroad Protective "Broad" Form Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death for one person and not less than $1,000,000 for any one accident, and $500,000 for property damage for any one accident with a total or aggregate limit of $1,000,000. This policy shall be issued in the name of Union Railroad Company and shall contain an endorsement worded exactly as the following:

> "This insurance shall save and hold Union Railroad Company harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss or damages to others (including contractor and employees of contractor) arising out of or in any manner connected with the performance of this contract, whether such injury, loss or damage shall be caused by negligence of contractor, a subcontractor hereunder, Union Railroad Company including sole negligence of Union Railroad Company, or otherwise and the insurance company shall at its own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom."

(5) Automobile Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death, for one person and not less than $1,000,000 for any one accident; and $500,000 for property damage for any one accident, as respects all owned, non-owned, and hired vehicles used in connection with the work.

Three signed copies of all certificates of insurance for (1), (2), (3) and (5), and three copies of policy (4) shall be furnished to the Chief Engineer of Grantor prior to the commencement of any work covered by this contract.

(b) If a higher limit of liability is required by Grantor, Grantor shall provide Grantee notice of the limit required, and within thirty (30) days thereafter, Grantee shall provide a revised certificate of insurance for the increased required limit.

(c) The providing of these insurance coverages shall not be deemed a limitation on the liability of Grantee as provided in this Easement, but shall be additional security therefor.

INDEMNITY AND LIABILITY

SECTION 11.

(a) Grantee, as part of the consideration for this Easement, hereby releases and waives any and all claims and demands that it may or might have against Grantor for and on account of any damage or injury to The Pipeline and other

E/P

facilities or property of Grantee, whether or not attributable to the fault, failure or negligence of Grantor, its officers or employees, agents, contractors, sub-contractors or suppliers. Grantee does further agree to indemnify, protect and save harmless Grantor, its officers and employees from any and all claims, demands, awards and actions made, brought or obtained against Grantor, its officers or employees, for any and all injuries to persons and damages to property due to, caused by or growing out of any accident or occurrence which but for this Easement or the presence on and about Grantor's property of The Pipeline or the presence of Grantee's employees, agents, contractors, subcontractors or suppliers pursuant to this Easement, would not have been incurred, even when such damages and injuries are attributable to the sole fault, failure or negligence of Grantor, its officers or employees, contractors, sub-contractors, or suppliers. Grantee agrees to defend, at its own expense, any suit or action brought against Grantor, its officers or employees, by reason of any matters referred to herein, and pay any judgment recovered in any such suit or suits.

(b) The Grantee agrees to protect the property of Grantor, its officers and employees (including rolling stock as well as stationary facilities) from damage on account of any accident or occurrence which but for the presence of The Pipeline would not have been incurred, and to reimburse Grantor, its officers and employees, promptly for any and all such loss or damage.

(c) For the purposes of this Section the term Grantor shall include not only the Grantor named herein but also any parent company(ies), subsidiary(ies) or affiliate(s) of Grantor, or its or their agents, or servants.

ASSESSMENTS AND TAXES

Section 12.

Grantee, as a part of the consideration for this Easement, agrees to pay all assessments and taxes on The Pipeline and on any lands or facilities of Grantor which assessments and taxes result from the location of The Pipeline.

TERMINATION

Section 13.

(a) It is mutually agreed between the parties hereto that the Easement granted herein shall be and continue in full force and effect until ninety (90) days after Grantee shall cease to use The Pipeline for the purpose herein stated, at which time the rights granted herein shall cease and determine absolutely and this Easement shall be null and void.

(b) In the event of Grantee's breach of any covenant, condition, or other obligation of this Easement, Grantor shall have the right to terminate this Easement immediately. Grantor's exercise of its right to terminate this Easement shall not, however, excuse Grantee from the fulfillment or satisfaction of any obligation under this Easement which has accrued prior to Grantor's termination of same.

(c) In the event this Easement is terminated as provided herein, the Grantee shall, at any time prior to the date of termination thereof, remove The Pipeline; and should the Grantee fail to remove The Pipeline within the required period, the Grantor is authorized to perform the work at the sole cost and expense of the Grantee.

ADVANCE NOTIFICATION

Section 14.

The Grantee shall notify the Chief Engineer of Grantor, in writing, at least fifteen (15) days prior to starting construction and again by telephone at Area Code (412) 829-6640 two (2) days before any work herein provided for is to be undertaken.

ORDINANCES, REGULATIONS, ETC.

Section 15.

(a) Grantee, at Grantee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over The Pipeline or Grantee's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters.

(b) Grantee shall further defend, indemnify and hold Grantor harmless from any violations thereof, any penalty, levy, fine or assessments therefrom, and all costs of defense of or compliance with any citation, order or violation notice(s), including any such penalties, levies, fines, assessments, compliance or remedial charge(s) arising after termination of this Easement.

CLAIM OF TITLE

Section 16.

Grantee shall not at any time own or claim any right, title or interest in or to the lands of Grantor, nor shall the exercise of this Easement for any length of time give rise to any right, title or interest in or to the lands of Grantor, other than the Easement herein created.

WIRE AND PIPELINES

Section 17.

Grantor shall at all times have the right for itself, its successors and assigns, to construct, maintain, repair, replace and remove overhead and/or underground wire and/or pipelines and appurtenances, now or hereafter installed upon or across Grantor's lands, but in a manner which shall not interfere with The Pipeline.

RECORDING

Section 18.

Grantee shall not record this Easement without the written consent of Grantor, however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Easement for the purpose of recordation. Said memorandum or short form of this Easement shall describe the parties, The Pipeline and the termination provision of this Easement and shall incorporate this Easement by reference. The party requesting the recording shall pay the recording costs.

LIMITATIONS, RESERVATIONS, AND RESTRICTIONS

Section 19.

This Easement is made subject to all limitations, reservations and restrictions upon the title of Grantor in and to the lands herein occupied by The Pipeline.

INSPECTION

Section 20.

Notwithstanding any other provision of this Easement, nothing contained herein shall relieve Grantee from its obligation to inspect and at all times maintain in good

condition and repair The Pipeline, equipment, and facilities located under, upon or over the land of Grantor, or impose any obligation upon Grantor in respect to such inspection and maintenance.

BANKRUPTCY

Section 21.

It is expressly understood and agreed that in the event of any assignment for the benefit of creditors, or in the event a petition in bankruptcy shall be filed by Grantee, or if Grantee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Grantee or Grantee's property shall be appointed in any suit or proceeding brought by or against Grantee, and if at such time this Easement is in default by Grantee, then and in such event Grantor, at its option, may (1) terminate this Easement at the end of the following month by notice, or (2) may request affirmance or rejection of this Easement under Sec. 365 of the Bankruptcy Act by giving Grantee or any such assignee, trustee, or receiver written notice of such termination or demand for election. If Grantee, or such assignee, trustee or receiver fails to elect affirmance and fails to furnish adequate assurances of correction of existing debt and continued performance under the Easement, Grantor may apply to the appropriate court for an order compelling removal of Grantee. If Grantee or such assignee, trustee or receiver shall reject this Easement, it shall vacate the premises as provided in Section 13 hereof. If Grantee or such assignee, trustee or receiver shall affirm this Easement, it shall thereupon be bound by all its terms as if it were the Grantee initially named herein.

SUCCESSORS AND ASSIGNS

Section 22.

The terms, covenants and provisions of this Easement shall inure to the benefit of and be binding upon the successors and assigns of Grantor and the successors and assigns of Grantee.

TRANSFER OR ASSIGNMENT

Section 23.

Grantee shall not transfer or assign this Easement or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate. This covenant shall also apply whether such transfer is made voluntarily by Grantee or involuntarily in any proceeding at law or in equity to which Grantee may be a party whereby any of the rights, duties and obligations of Grantee shall be transferred, abrogated or in any manner altered, without the prior notice to and consent of Grantor. In the event of any such unauthorized transfer or assignment of this Easement, or any of the rights and privileges hereunder, Grantor, at its option, may immediately terminate this Easement by giving Grantee or any such assignee written notice of such termination.

MARGINAL NOTES

Section 24.

Marginal notes used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

ENTIRE AGREEMENT

Section 25.

This Easement and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings

between Grantor and Grantee concerning the rights herein granted and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Easement shall be binding upon Grantor or Grantee unless reduced to writing and signed by them.

STATE APPROVAL

Section 26.

To the extent required by law, this Easement shall be subject to the approval, if necessary, of any State Commerce Commission, Board of Public Utility Commissioners, Public Service Commission of any such State body as may have jurisdiction.

INTERPRETATION

Section 27.

This Easement shall be governed by the laws of the Commonwealth of Pennsylvania and all terms and covenants shall be interpreted in accordance therewith.

PARTIAL INVALIDITY

Section 28.

In the event that any provision of this Easement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability or unconstitutionality shall not affect the remaining provisions of this Easement, and said provisions shall be given full force and effect as if the invalid, unenforceable or unconstitutional provision did not exist.

NON-WAIVER OF COVENANTS

Section 29.

The failure of either party to enforce any of the provisions of this Easement at any time shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Easement, or any part thereof, nor the right of any party thereafter to enforce each and every such provision.

RIDER

Section 30.

A rider consisting of 0 page(s), with Sections numbered 0 is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed, in duplicate, as of the day and year first above written.

AS TO GRANTOR

ATTEST: UNION RAILROAD COMPANY

Assistant Secretary

By: Vice President - Operations

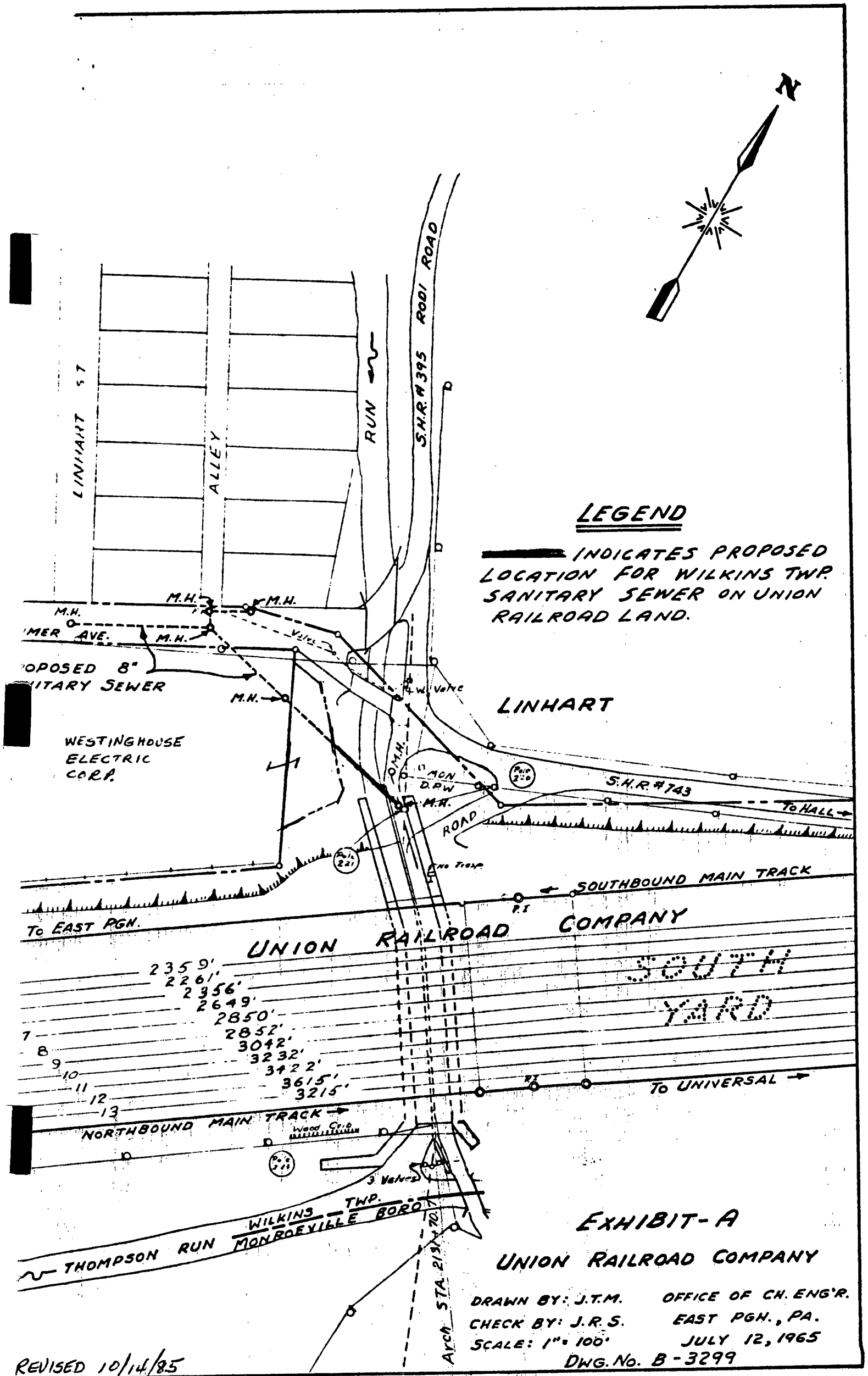
AS TO GRANTEE

ATTEST: TOWNSHIP OF WILKINS

Secretary

President of the Board of Commissioners

H7B04V


N
LINHART ST
ALLEY
RUN
S.H.R. #395 ROOI ROAD
LEGEND
INDICATES PROPOSED LOCATION FOR WILKINS TWP. SANITARY SEWER ON UNION RAILROAD LAND.
M.H.
M.H.
M.H.
M.H.
MER AVE.
OPOSED 8"
ITARY SEWER
M.H.
WESTINGHOUSE ELECTRIC CORP.
LINHART
M.H.
MON
D.P.W.
M.H.
S.H.R. #743
TO HALL
ROAD
SOUTHBOUND MAIN TRACK
TO EAST PGH.
UNION RAILROAD COMPANY
SOUTH YARD
2359'
2261'
2356'
2649'
2850'
2852'
3042'
3232'
3422'
3615'
3215'
7
8
9
10
11
12
13
TO UNIVERSAL
NORTHBOUND MAIN TRACK
Wood Crib
3 Valves
WILKINS TWP.
THOMPSON RUN
MONROEVILLE BORO.
Arch STA. 21+91.70
EXHIBIT-A
UNION RAILROAD COMPANY
DRAWN BY: J.T.M.
CHECK BY: J.R.S.
SCALE: 1" = 100'
OFFICE OF CH. ENG'R.
EAST PGH., PA.
JULY 12, 1965
DWG. No. B-3299
REVISED 10/14/85

SECTION II. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 11th day of November, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 32-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE PROPER OFFICERS TO EXECUTE A SANITARY SEWER EASEMENT AGREEMENT WITH THE UNION RAILROAD.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I: The proper officers of the Township are authorized to execute a sanitary sewer easement agreement with the Union Railroad Company in substantially the following form:

TOWNSHIP OF WILKINS

RESOLUTION NO. 32-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING THE PROPER OFFICERS TO
EXECUTE A SANITARY SEWER EASEMENT
AGREEMENT WITH THE UNION RAILROAD

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I: The proper officers of the Township are authorized to execute a sanitary sewer easement agreement with the Union Railroad Company in substantially the following form:

EASEMENT

(Pipeline)

PARTIES

THIS EASEMENT, made this 1st day of January, 1986, and intended to take effect on this day, although actually executed on the _____ day of _____, 19__, by and between UNION RAILROAD COMPANY, a Pennsylvania corporation

whose address is P.O. Box 68, Monroeville, Pa. 15146

hereinafter called Grantor, party of the first part, and TOWNSHIP OF WILKINS, a municipal corporation of the Commonwealth of Pennsylvania

whose address is 110 Peffer Road, Turtle Creek, Pa. 15145

hereinafter called Grantee, party of the second part, in consideration of the sum of One dollar ($ 1.00), paid to the Grantor by the Grantee, for the preparation of this Easement, and the covenants and agreements hereinafter recited, on the part of Grantee to be paid, kept and performed, Grantor hereby grants to Grantee an easement for the construction, maintenance, repair and removal of the following:

DESCRIPTION

Section 1.

One (1) ten (10) inch V.C. sanitary sewer line and 3 manholes across land and under tracks of Grantor at Oak Hill, in Wilkins Township, Allegheny County, Pa. as shown in red on Grantor's Plan No. B-3288, dated November 12, 1968, hereto attached, marked Exhibit A and made a part hereof.

The facilities of the Grantee, covered by the right herein granted, are hereinafter called The Pipeline.

IT IS AGREED BETWEEN THE PARTIES HERETO:

FEE

Section 2.

Grantee shall pay to Grantor, upon the execution of this Easement, for the right herein granted, the lump sum of Three hundred fifty dollars ($ 350.00).

USE

Section 3.

(a) The Pipeline shall be used solely for the purpose of conveying sanitary sewage

and for no other purpose without Grantor's prior written consent.

(b) Grantee shall not permit The Pipeline to be used for any purpose which is forbidden by law, regulation or ruling of any governmental authority or which may invalidate any policy of insurance.

(c) Grantee shall not use any other property of Grantor other than is occupied by The Pipeline without first obtaining Grantor's prior written consent and complying with all requirements of Grantor applicable thereto.

(d) Grantee agrees that in its construction, maintenance, repair and removal of The Pipeline, it shall do so with a minimum of interference with the natural drainage of Grantor's lands,

and shall provide and maintain, at its sole cost and expense, all grading and compacting, together with drainage facilities required because of construction, maintenance, repair and removal of The Pipeline. All work associated herewith shall be subject to the approval of the Chief Engineer of Grantor, or his duly authorized representative.

INGRESS AND EGRESS

Section 4.

Grantor does not undertake to provide a means of ingress and egress to The Pipeline, except over lands of Grantor, as herein specified, and in a manner approved by the Chief Engineer of Grantor, or his duly authorized representative.

CONSTRUCTION

Section 5.

The Pipeline shall be constructed in accordance with the latest revision of the specifications for pipelines as published by the American Railway Engineering Association.

CATHODIC PROTECTION

Section 6.

(a) Any cathodic protection installed to protect The Pipeline shall be installed in a manner so as to ensure there is no interference with Grantor's signaling apparatus.

(b) Installation of cathodic protection subsequent to the installation of The Pipeline shall be considered as an additional occupation and shall require occupational rights from Grantor. The granting of these occupational rights for the cathodic protection shall require payment of an additional fee by Grantee.

FLAGMEN

Section 7.

(a) The Grantor shall place and maintain, at the sole cost and expense of Grantee, any flagmen, watchmen and/or inspectors Grantor deems necessary for the proper protection of traffic moving on its tracks and to insure the safety of its operations during construction, maintenance, repair, relocation and removal of The Pipeline.

(b) Movement of personnel, equipment and materials over and across the tracks of Grantor shall be held to a minimum and such movements shall be made only under the supervision and direction of the Chief Engineer of Grantor, or his duly authorized representative.

MATERIALS AND WORKMANSHIP

Section 8.

(a) All materials and workmanship required in the construction, maintenance, repair and removal of The Pipeline, shall be furnished by the Grantee, but shall be subject to inspection at all times by the Chief Engineer of Grantor, or his duly authorized representative. Any materials or workmanship declared to be unsatisfactory by Grantor shall be replaced by the Grantee at its own expense, with materials and workmanship satisfactory to Grantor. The privilege of inspecting the materials and workmanship involved in the construction, maintenance, repair, relocation, and removal of The Pipeline and to notify Grantee to renew, repair or replace materials and workmanship unsatisfactory to Grantor shall not be construed as imposing any obligation whatsoever on Grantor to inspect such materials and workmanship and to notify Grantee to renew, repair and replace any materials or workmanship, it being the intent of the parties to this Easement that the sole responsibility for the materials and workmanship used in the construction, maintenance, repair, relocation, and removal of The Pipeline, shall at all times be that of Grantee alone.

(b) When, in the opinion of Grantor, The Pipeline is in a defective condition, the Grantee shall, at its own cost and expense, within ten (10) days after receipt of written notice from Grantor, renew or repair The Pipeline in a manner satisfactory to the Chief Engineer of Grantor, or his duly authorized representative.

RELOCATION, CHANGES AND ALTERATIONS

Section 9.

(a) When and as often as the Grantor shall require to have the location and/or elevation of The Pipeline, or any portion thereof, changed for the purposes of making improvements to the facilities of Grantor, or minimizing any unreasonable hazards presented by The Pipeline, or the contents thereof, Grantee shall, at its own cost and expense, with due diligence but in any event not later than sixty (60) days after receipt of written notice from Grantor, change the location and/or elevation of The Pipeline, or any portion thereof, to such a location and/or elevation as shall be designated by the Chief Engineer of Grantor, or his duly authorized representative.

(b) In the event Grantee submits in writing a request to Grantor to extend the sixty (60) day relocation period, Grantor shall respond within thirty (30) days.

(c) Grantee agrees that upon request from Grantor, it will, at its own expense, make changes or alterations to The Pipeline when Grantor's operations require modification to Grantor's facilities, or to minimize any hazards presented by The Pipeline or to the contents thereof.

(d) In the event Grantee shall fail to change the location or elevation of, renew or repair, alter, or make any changes requested by Grantor, to The Pipeline, or any portion thereof, or to correct any defective conditions after receipt of written notice from Grantor, as hereinbefore provided and within the time stipulated, then Grantor may, without further notice to Grantee, perform said work. The total cost of such work performed by Grantor shall be charged to and be borne by Grantee.

INSURANCE

Section 10.

(a) The Grantee shall have all contractors and sub-contractors secure prior to the commencement of any work, and maintain until the completion of such work policies of insurance in form and with companies satisfactory to the Grantor and with companies authorized to operate in the Commonwealth of Pennsylvania for the following types of protection:

(1) Worker's Compensation Insurance: This insurance shall be in accordance with the provisions of the Pennsylvania Worker's Compensation Act and the Pennsylvania Occupational Disease Act, as amended, and all laws amendatory thereof which may be or become effective while the policy is in force, without an exception, qualification or limitation.

(2) Contractor's Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death for one person and not less than $1,000,000 for any one accident; and $500,000 for property damage for any one accident with a total or aggregate limit of $1,000,000. This insurance shall also specifically include all hazards of explosion, collapse, and underground damage; certificates submitted shall so state.

(3) Contractor's Protective Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death for one person and not less than $1,000,000 for any one accident; and $500,000 for property damage for any one accident with a total or aggregate limit of $1,000,000.

(4) Railroad Protective "Broad" Form Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death for one person and not less than $1,000,000 for any one accident, and $500,000 for property damage for any one accident with a total or aggregate limit of $1,000,000. This policy shall be issued in the name of Union Railroad Company and shall contain an endorsement worded exactly as the following:

> "This insurance shall save and hold Union Railroad Company harmless from and against all liability, claims and demands on account of personal injuries, including death, or property loss or damages to others (including contractor and employees of contractor) arising out of or in any manner connected with the performance of this contract, whether such injury, loss or damage shall be caused by negligence of contractor, a subcontractor hereunder, Union Railroad Company including sole negligence of Union Railroad Company, or otherwise and the insurance company shall at its own expense defend any and all actions based thereon and shall pay all charges of attorneys and all costs and other expenses arising therefrom."

(5) Automobile Public Liability and Property Damage Insurance: This insurance shall provide for payment not less than the amount of $500,000 for bodily injury, including death, for one person and not less than $1,000,000 for any one accident; and $500,000 for property damage for any one accident, as respects all owned, non-owned, and hired vehicles used in connection with the work.

Three signed copies of all certificates of insurance for (1), (2), (3) and (5), and three copies of policy (4) shall be furnished to the Chief Engineer of Grantor prior to the commencement of any work covered by this contract.

(b) If a higher limit of liability is required by Grantor, Grantor shall provide Grantee notice of the limit required, and within thirty (30) days thereafter, Grantee shall provide a revised certificate of insurance for the increased required limit.

(c) The providing of these insurance coverages shall not be deemed a limitation on the liability of Grantee as provided in this Easement, but shall be additional security therefor.

INDEMNITY AND LIABILITY

SECTION 11.

(a) Grantee, as part of the consideration for this Easement, hereby releases and waives any and all claims and demands that it may or might have against Grantor for and on account of any damage or injury to The Pipeline and other

E/P

facilities or property of Grantee, whether or not attributable to the fault, failure or negligence of Grantor, its officers or employees, agents, contractors, sub-contractors or suppliers. Grantee does further agree to indemnify, protect and save harmless Grantor, its officers and employees from any and all claims, demands, awards and actions made, brought or obtained against Grantor, its officers or employees, for any and all injuries to persons and damages to property due to, caused by or growing out of any accident or occurrence which but for this Easement or the presence on and about Grantor's property of The Pipeline or the presence of Grantee's employees, agents, contractors, subcontractors or suppliers pursuant to this Easement, would not have been incurred, even when such damages and injuries are attributable to the sole fault, failure or negligence of Grantor, its officers or employees, contractors, sub-contractors, or suppliers. Grantee agrees to defend, at its own expense, any suit or action brought against Grantor, its officers or employees, by reason of any matters referred to herein, and pay any judgment recovered in any such suit or suits.

(b) The Grantee agrees to protect the property of Grantor, its officers and employees (including rolling stock as well as stationary facilities) from damage on account of any accident or occurrence which but for the presence of The Pipeline would not have been incurred, and to reimburse Grantor, its officers and employees, promptly for any and all such loss or damage.

(c) For the purposes of this Section the term Grantor shall include not only the Grantor named herein but also any parent company(ies), subsidiary(ies) or affiliate(s) of Grantor, or its or their agents, or servants.

ASSESSMENTS AND TAXES

Section 12.

Grantee, as a part of the consideration for this Easement, agrees to pay all assessments and taxes on The Pipeline and on any lands or facilities of Grantor which assessments and taxes result from the location of The Pipeline.

TERMINATION

Section 13.

(a) It is mutually agreed between the parties hereto that the Easement granted herein shall be and continue in full force and effect until ninety (90) days after Grantee shall cease to use The Pipeline for the purpose herein stated, at which time the rights granted herein shall cease and determine absolutely and this Easement shall be null and void.

(b) In the event of Grantee's breach of any covenant, condition, or other obligation of this Easement, Grantor shall have the right to terminate this Easement immediately. Grantor's exercise of its right to terminate this Easement shall not, however, excuse Grantee from the fulfillment or satisfaction of any obligation under this Easement which has accrued prior to Grantor's termination of same.

(c) In the event this Easement is terminated as provided herein, the Grantee shall, at any time prior to the date of termination thereof, remove The Pipeline; and should the Grantee fail to remove The Pipeline within the required period, the Grantor is authorized to perform the work at the sole cost and expense of the Grantee.

ADVANCE NOTIFICATION

Section 14.

The Grantee shall notify the Chief Engineer of Grantor, in writing, at least fifteen (15) days prior to starting construction and again by telephone at Area Code (412) 829-6640 two (2) days before any work herein provided for is to be undertaken.

ORDINANCES, REGULATIONS, ETC.

Section 15.

(a) Grantee, at Grantee's sole cost and expense, shall comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority having jurisdiction over The Pipeline or Grantee's intended use thereof, including but not limited to zoning, health, safety, building or environmental matters.

(b) Grantee shall further defend, indemnify and hold Grantor harmless from any violations thereof, any penalty, levy, fine or assessments therefrom, and all costs of defense of or compliance with any citation, order or violation notice(s), including any such penalties, levies, fines, assessments, compliance or remedial charge(s) arising after termination of this Easement.

CLAIM OF TITLE

Section 16.

Grantee shall not at any time own or claim any right, title or interest in or to the lands of Grantor, nor shall the exercise of this Easement for any length of time give rise to any right, title or interest in or to the lands of Grantor, other than the Easement herein created.

WIRE AND PIPELINES

Section 17.

Grantor shall at all times have the right for itself, its successors and assigns, to construct, maintain, repair, replace and remove overhead and/or underground wire and/or pipelines and appurtenances, now or hereafter installed upon or across Grantor's lands, but in a manner which shall not interfere with The Pipeline.

RECORDING

Section 18.

Grantee shall not record this Easement without the written consent of Grantor, however, upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Easement for the purpose of recordation. Said memorandum or short form of this Easement shall describe the parties, The Pipeline and the termination provision of this Easement and shall incorporate this Easement by reference. The party requesting the recording shall pay the recording costs.

LIMITATIONS, RESERVATIONS, AND RESTRICTIONS

Section 19.

This Easement is made subject to all limitations, reservations and restrictions upon the title of Grantor in and to the lands herein occupied by The Pipeline.

INSPECTION

Section 20.

Notwithstanding any other provision of this Easement, nothing contained herein shall relieve Grantee from its obligation to inspect and at all times maintain in good

E/P

condition and repair The Pipeline, equipment, and facilities located under, upon or over the land of Grantor, or impose any obligation upon Grantor in respect to such inspection and maintenance.

BANKRUPTCY

Section 21.

It is expressly understood and agreed that in the event of any assignment for the benefit of creditors, or in the event a petition in bankruptcy shall be filed by Grantee, or if Grantee shall be adjudged bankrupt or insolvent by any court, or if a trustee in bankruptcy or a receiver of Grantee or Grantee's property shall be appointed in any suit or proceeding brought by or against Grantee, and if at such time this Easement is in default by Grantee, then and in such event Grantor, at its option, may (1) terminate this Easement at the end of the following month by notice, or (2) may request affirmance or rejection of this Easement under Sec. 365 of the Bankruptcy Act by giving Grantee or any such assignee, trustee, or receiver written notice of such termination or demand for election. If Grantee, or such assignee, trustee or receiver fails to elect affirmance and fails to furnish adequate assurances of correction of existing debt and continued performance under the Easement, Grantor may apply to the appropriate court for an order compelling removal of Grantee. If Grantee or such assignee, trustee or receiver shall reject this Easement, it shall vacate the premises as provided in Section 13 hereof. If Grantee or such assignee, trustee or receiver shall affirm this Easement, it shall thereupon be bound by all its terms as if it were the Grantee initially named herein.

SUCCESSORS AND ASSIGNS

Section 22.

The terms, covenants and provisions of this Easement shall inure to the benefit of and be binding upon the successors and assigns of Grantor and the successors and assigns of Grantee.

TRANSFER OR ASSIGNMENT

Section 23.

Grantee shall not transfer or assign this Easement or any rights and privileges herein granted except to a subsidiary, parent or common controlled affiliate. This covenant shall also apply whether such transfer is made voluntarily by Grantee or involuntarily in any proceeding at law or in equity to which Grantee may be a party whereby any of the rights, duties and obligations of Grantee shall be transferred, abrogated or in any manner altered, without the prior notice to and consent of Grantor. In the event of any such unauthorized transfer or assignment of this Easement, or any of the rights and privileges hereunder, Grantor, at its option, may immediately terminate this Easement by giving Grantee or any such assignee written notice of such termination.

MARGINAL NOTES

Section 24.

Marginal notes used herein are placed for reading convenience and shall not have any other meaning, implication or purpose, legal or otherwise.

ENTIRE AGREEMENT

Section 25.

This Easement and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings

between Grantor and Grantee concerning the rights herein granted and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Easement shall be binding upon Grantor or Grantee unless reduced to writing and signed by them.

STATE APPROVAL

Section 26.

To the extent required by law, this Easement shall be subject to the approval, if necessary, of any State Commerce Commission, Board of Public Utility Commissioners, Public Service Commission of any such State body as may have jurisdiction.

INTERPRETATION

Section 27.

This Easement shall be governed by the laws of the Commonwealth of Pennsylvania and all terms and covenants shall be interpreted in accordance therewith.

PARTIAL INVALIDITY

Section 28.

In the event that any provision of this Easement shall be construed as or declared invalid, unenforceable, or unconstitutional then such invalidity, unenforceability or unconstitutionality shall not affect the remaining provisions of this Easement, and said provisions shall be given full force and effect as if the invalid, unenforceable or unconstitutional provision did not exist.

NON-WAIVER OF COVENANTS

Section 29.

The failure of either party to enforce any of the provisions of this Easement at any time shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Easement, or any part thereof, nor the right of any party thereafter to enforce each and every such provision.

RIDER

Section 30.

A rider consisting of 1 page(s), with Sections numbered 31 is attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed, in duplicate, as of the day and year first above written.

AS TO GRANTOR

ATTEST	UNION RAILROAD COMPANY
Assistant Secretary	By Vice President-Operations

AS TO GRANTEE

ATTEST:	TOWNSHIP OF WILKINS
Secretary	By President of the Board of Commissioners

H7B04V

E/P

RIDER

to Easement (Pipeline) dated January 1, 19 86 between UNION RAILROAD COMPANY

(Grantor) and TOWNSHIP OF WILKINS

(Grantee).

Section 31.

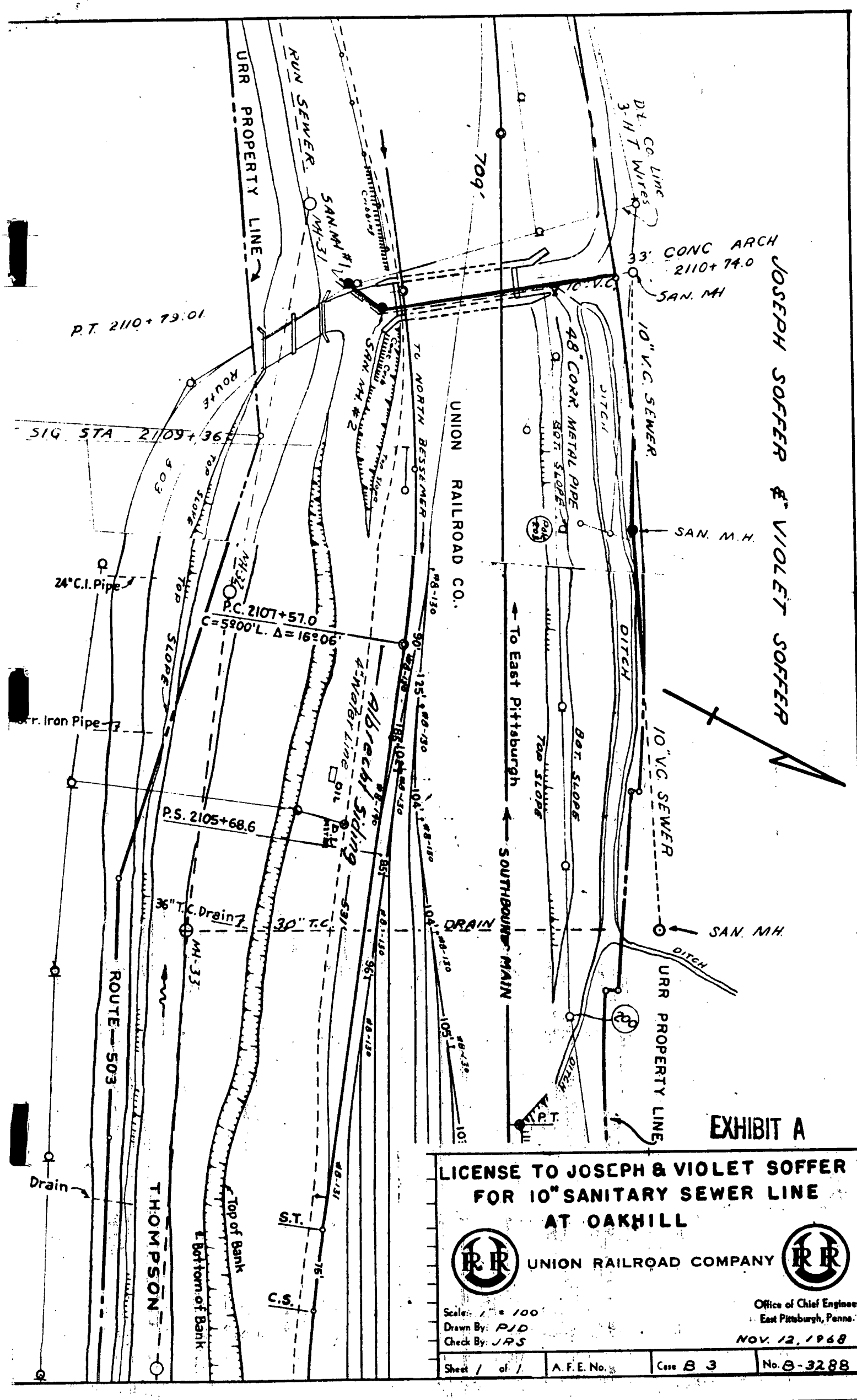
Agreement, dated November 1, 1963, between Grantor and Joseph Soffer and Violet Soffer, now the Township of Wilkins by virtue of Ordinance No. 492, dated September 20, 1971, covering a 10" V.C. sanitary sewer line with 3 manholes, shall be cancelled as of the effective date of this Easement upon the execution hereof.

Each page of this Rider shall be initialed by both parties:

VB

(For Grantee) (For Grantor)

H7B06D


JOSEPH SOFFER & VIOLET SOFFER
EXHIBIT A
LICENSE TO JOSEPH & VIOLET SOFFER
FOR 10" SANITARY SEWER LINE
AT OAKHILL
UNION RAILROAD COMPANY
Scale: 1" = 100'
Drawn By: PJD
Check By: JRS
Office of Chief Engineer
East Pittsburgh, Penna.
NOV. 12, 1968
Sheet 1 of 1
A. F. E. No.
Case B 3
No. B-3288
URR PROPERTY LINE
RUN SEWER
SAN. MH #1
MH-31
709'
Co. Line
3-H T Wires
33' CONC ARCH
2110+74.0
SAN. MH
10" V.C.
10" V.C. SEWER
48" CORR. METAL PIPE
BOT. SLOPE
DITCH
SAN. M.H.
P.T. 2110+79.01
ROUTE
SIG. STA. 2109+36
TO NORTH BESSEMER
UNION RAILROAD CO.
SAN. MH #2
TOP SLOPE
24" C.I. Pipe
P.C. 2107+57.0
C=5°00' L. Δ=16°06'
MH-32
Alderson Siding
Alignment Line
To East Pittsburgh
SOUTHBOUND MAIN
P.S. 2105+68.6
36" T.C. Drain
30" T.C.
DRAIN
MH-33
ROUTE 503
THOMPSON
Drain
Top of Bank
Bottom of Bank
S.T.
C.S.
P.T.
200

SECTION II: RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 9th day of December, 1985.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

SECTION II: RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of December, 1985.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 33-85

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1985.

WHEREAS, as a result of appeals filed with the Allegheny County Board of Property Assessment, Appeals and Review regarding the 1985 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to November 29, 1985 as follows are hereby authorized:

NAME	BLOCK & LOT	AMOUNT
Allan I. and Lois Schwartz	454-B-67	19.95
Daria M. Smolinski	542-B-218	15.96
Melvin P. and Cathy R. Gold	372-K-160	7.55
Allen M. and Gilda L. Glick	541-P-6	16.80
Greg S. DeSilva & Thersa I. Mikus	454-F-96	35.00
Charles Currey & Elizabeth A. Fisher	452-M-120	44.80
James A. and Frances Ceresa	454-B-63	19.89
Raymond P. and Eleanor Burkhart	373-S-340	7.55
Charles A. and Rita C. Arnold	542-C-62	7.00
Total		$174.50

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of wilkins at a duly assembled meeting held this 9th day of December, 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 1-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING THE ISSUANCE OF TAX AND
REVENUE ANTICIPATION NOTES.

THE TOWNSHIP OF WILKINS resolves as follows:

TOWNSHIP OF WILKINS
ALLEGHENY COUNTY, PENNSYLVANIA

$190,000.00, AGGREGIATE PRINCIPAL AMOUNT
TAX AND REVENUE ANTICIPATION NOTES
SERIES OF 1986

NOTE RESOLUTION # 1-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE ISSUANCE OF TAX AND REVENUE ANTICIPATION NOTES IN THE ABOVE-STATED AGGREGATE PRINCIPAL AMOUNT; PROVIDING FOR THE DATE, INTEREST RATE, MATURITY DATE, PLACE OF PAYMENT AND REDEMPTION PROVISIONS IN RESPECT OF THE NOTES; ACCEPTING THE PROPOSAL OF PNC INVESTMENT COMPANY, A UNIT OF PITTSBURGH NATIONAL BANK, FOR THE PURCHASE OF THE NOTES; PROVIDING FOR THE SECURITY OF THE NOTES; AUTHORIZING THE PROPER OFFICERS TO EXECUTE AND DELIVER THE NOTES; AUTHORIZING AND DIRECTING THE PREPARATION, CERTIFICATION AND FILING OF THE PROCEEDINGS WITH THE DEPARTMENT OF COMMUNITY AFFAIRS; APPOINTING A PAYING AGENT, REGISTRAR AND SINKING FUND DEPOSITARY; CREATING A SINKING FUND; APPROVING A FORM OF NOTE; AND REPEALING INCONSISTENT RESOLUTIONS.

WHEREAS, the Local Government Unit expects to receive taxes and revenues during the fiscal year ending December 31, 1986; and

WHEREAS, the Local Government Unit desires to borrow for the purpose of meeting current expenses by issuing a note or notes, to be repaid from those taxes and revenues, all in accordance with the Local Government Unit Debt Act (the "Debt Act"), Act of July 12, 1972, P.L. 781, No. 185, as amended and reenacted by Act 78-52, approved April 28, 1978, as amended; and

WHEREAS, as required by Section 506 of the Debt Act, the authorized officers of the Local Government Unit have, not more than thirty (30) days before the date on which this Resolution is adopted, made an estimate, from taxes now levied and assessed and from other budgeted revenues, of the taxes and revenues to be received and the expenditures to be made during the period when such note or notes will be outstanding and have certified that estimate by a duly executed document (the "Certificate as to Collections and Expenditures"); and

WHEREAS, PNC Investment Company, a unit of Pittsburgh National Bank (the "Purchaser"), has submitted a proposal (the "Proposal") for the purchase of the Local Government Unit's notes;

VARNS

NOW, THEREFORE, BE IT RESOLVED by the Governing Body as follows:

Section 1. The Local Government Unit hereby authorizes the issuance of tax and revenue anticipation notes in the above-stated aggregate principal amount in anticipation of the receipt of current taxes and revenues.

Section 2. Such notes shall be designated Tax and Revenue Anticipation Notes, Series of 1986 (the "Notes"), shall be issued as one or more instruments not in excess of the above-stated aggregate principal amount, in such denominations of even One Hundred Dollar lots as shall be determined by subsequent resolutions of the Governing Body of the Local Government Unit. The Notes shall bear interest (a) at the rate of 57% of the prime rate in effect and as announced from time to time by Pittsburgh National Bank, not to exceed 10% per annum, payable at maturity, plus (b) at the rate of .75% of the principal amount thereof, payable upon delivery. The Notes shall not be subject to redemption at the option of the issuer prior to maturity, shall be in fully registered form, without coupons, shall be negotiable according to their provisions, shall be dated their dates of delivery, shall mature October 22, 1986, or seven days after earlier demand, shall be payable as to principal and interest at the corporate trust office of Pittsburgh National Bank, as Paying Agent and Sinking Fund Depositary, in such coin or currency of the United States of America as shall be legal tender for payment of public and private debts at the time and place of payment and shall be substantially in the form attached to this Resolution as Exhibit A.

Section 3. The Notes shall be executed by the Chief Legislative Officer of the Governing Body of the Local Government Unit and shall have the corporate seal (or a facsimile thereof) of the Local Government Unit affixed thereto or printed thereon, duly attested by the Secretary. To the extent that any one signature on a Note is manual (including the signature of an officer of the Paying Agent authenticating the Notes), the other signatures may be facsimile. The Chief Legislative Officer, Treasurer, Secretary or other proper officer, as the case may be, are further authorized and directed to deliver the Notes to PNC Investment Company, a unit of Pittsburgh National Bank, upon the terms and conditions hereinafter provided and to execute and deliver such other documents and to take such other action as may be necessary or appropriate in order to effectuate the issuance and sale of the Notes, all in accordance with this Resolution, the Proposal and the Debt Act.

Section 4. The Paying Agent shall, if directed by the authorized officer of the Local Government Unit, authenticate the Notes by the execution of a Certificate of Authentication, in form and substance satisfactory to Pittsburgh National Bank, to be printed on the Notes.

Section 5. The Chief Legislative Officer, Treasurer, Secretary or other proper officer, as the case may be, is hereby authorized and directed to file a certified copy of this Resolution, an executed copy of the Proposal and an executed copy of the Certificate as to Collections and Expenditures (which

includes a calculation of the cumulative cash flow deficit calculated in accordance with United States Treasury Department Regulation 1.103-14(c) promulgated pursuant to Section 103(c) of the Internal Revenue Code of 1954, as amended), the contents of which are hereby approved, with the Department of Community Affairs of the Commonwealth of Pennsylvania.

Section 6. As security for payment of the Notes, the Local Government Unit pledges and grants to the Sinking Fund Depositary for the benefit of the owners, from time to time, of the Notes, a first lien and charge on and security interest in the taxes and all of its other revenues to be received during the period that the Notes will be outstanding.

The Secretary is hereby authorized and directed to sign and cause to be filed Financing Statements pursuant to the Uniform Commercial Code to perfect the security interest hereby created.

Section 7. Pittsburgh National Bank is hereby appointed Paying Agent, Registrar and Sinking Fund Depositary with respect to the Notes.

There is hereby established with the Sinking Fund Depositary a sinking fund in the name of the Local Government to be known as Series of 1985 Tax and Revenue Anticipation Notes Sinking Fund (the "Sinking Fund") into which the Local Government Unit covenants to deposit, and into which the Treasurer or other proper officer is hereby authorized and directed to deposit, on or before the date of delivery and the date of maturity, respectively, adequate amounts as necessary to pay the obligations of the Note. The Paying Agent shall, without further authorization from the Local Government Unit, withdraw from the Sinking Fund the amounts necessary to pay principal of, and interest on, the Notes when due, to the holders of the same, but only upon surrender of the Note against which payment is to be made.

Section 8. Any moneys in the Sinking Fund not required for prompt expenditure may, at the direction of the authorized officer of the Local Government Unit, be invested in bonds or obligations which are direct obligations of, or are fully guaranteed as to principal and interest by, the United States of America or may be deposited at interest in time accounts or certificates of deposit or other interest bearing accounts of any bank or bank and trust company, savings and loan association or building and loan association. To the extent that such deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or similar Federal agency, they need not be secured. Otherwise, such deposits shall be secured as public deposits, except that moneys held in the Sinking Fund may be secured as trust funds. Any such investments or deposits shall mature or be subject to redemption at the option of the holder, or be subject to withdrawal at the option of the depositor, not later than the date upon which such moneys are required to be paid to holders of the Notes.

Section 9. The Notes issued pursuant to this Resolution shall be direct obligations of the Local Government Unit. The Local Government Unit hereby

covenants with the holders from time to time of the Notes that if funds are not available for the full payment of the Notes within the fiscal year in which issued, then the Local Government Unit will either (1) include the amounts necessary to pay the Notes in its budget for the next fiscal year and pay the same from the taxes and other revenues of that fiscal year, to the extent then permitted by applicable law, or (2) fund such amounts within the next fiscal year in accordance with Sections 509 and 510 of the Debt Act, or (3) provide for payment of the Notes by any combination of (1) and (2).

Section 10. The Local Government Unit hereby covenants with the holders from time to time of the Notes that it will make no use of the proceeds of the Notes which, if such use had been reasonably expected on the date of issue of the Notes, would have caused the Notes to be "arbitrage bonds" within the meaning of Section 103(c) of the Internal Revenue Code of 1954 and the Regulations thereunder and that it will comply with the requirements of said Section and the Regulations throughout the term of the Notes.

Section 11. The Notes are hereby awarded and sold at private sale by negotiation to PNC Investment Company, a unit of Pittsburgh National Bank, at par, in accordance with all the terms of the Proposal which, as presented at this meeting, is hereby accepted. The proper officers are authorized and directed to sign the Proposal, return it to PNC Investment Company, a unit of Pittsburgh National Bank, and file a copy of it with the records of the Local Government Unit.

Section 12. The proper officers of the Local Government Unit are hereby authorized and directed to execute and deliver such documents, and to take such other action as may be necessary or appropriate in order to effectuate the execution, issuance, sale and delivery of the Notes, all in accordance with this Resolution, the Proposal and the Debt Act.

Section 13. All filing fees and any fee of the Local Government Unit's Solicitor incurred in connection with issuance of the Notes will be paid by the Local Government Unit. The proper officers are hereby authorized and directed to pay all such reasonable expenses at the time of settlement on the Note issue. In the event of any default under the Notes or hereunder, the Local Government Unit agrees to pay the reasonable expenses of the owners (including court costs and attorneys' fees) incurred in collecting the amount due under the Notes.

Section 14. All prior resolutions or parts thereof inconsistent herewith are hereby repealed.

RESOLVED AND ADOPTED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS AT A DULY ASSEMBLED MEETING HELD THIS 6TH DAY OF JANUARY, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 6th day of January, 1986.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 2-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AND DIRECTING THE RE-BALANCING OF THE 1985 GENERAL FUND BUDGET BY APPROPRIATING SURPLUS FUNDS RECEIVED AND REAPPROPRIATING UNUSED FUNDS TO DEPLETED APPROPRIATIONS.

WHEREAS, it has been the policy of the Board of Commissioners to balance the General Fund Budget; and

WHEREAS, financial records to November 30, 1985 indicate that a total of twenty one budget accounts are overdrawn to a total amount of $61,126.22.

WHEREAS, it is anticipated that this overdraft will reach approximately $75,000.00 by December 31, 1985.

NOW, THEREFORE, BE IT RESOLVED that this liability be met by the following transfers to these depleted accounts:

> From Revenue accounts anticipated to exceed budgeted amount approximately the sum of $91,775.99. Said action being taken pursuant to the provisions of Section 1701 of the First Class Township Code, Act of May 29, 1949 P.L. 1955.

RESOLVED AND ADOPTED this sixth day of January, 1986 at a special meeting of the Board of Commissioners, a quorum being present.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 3-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
APPOINTING A RESIDENT TO FILL THE
UNEXPIRED TERM OF AUDITOR.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I: That Mr. Dominic A. DeStefano of 902 Rita Drive be appointed as Township Auditor to fill the unexpired term of Mr. Albert Belisky, resigned. Said term to end the first Monday of January, 1988.

SECTION II: RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 6th day of January, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 4-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS APPOINTING INDIVIDUALS TO VARIOUS BOARDS AND COMMISSIONS.

THE TOWNSHIP OF WILKINS RESOLVES as follows:

SECTION I. That the following be appointed to terms on the various Boards and Commissions as noted below:

AGENCY:

WILKINS AREA INDUSTRIAL DEVELOPMENT AUTHORITY	Ronald Puntil 204 Penhurst Drive	5 Year	December 31, 1990
FIRE PREVENTION BUREAU			
FIRE MARSHAL	N. Leonard Hill 405 Kingston Drive	2 Year	December 31, 1987
DEPUTY #1	William Kucic 105 Coal Street	2 Year	December 31, 1987
DEPUTY #3	Brian Fitchwell 900 Stevendale Dr.	2 Year	December 31, 1987
DEPUTY #4	Samuel Schiff 267 Kingston Drive	2 Year	December 31, 1987
BOARD OF BUILDING APPEALS	Raymond Burkart 215 Wallace Ave.	5 Year	December 31, 1990
PLANNING COMMISSION	R. Martin Woods 335 Sunset Drive	5 Year	December 31, 1990
FIRE CODE HEARING BOARD	James O'Brien 970 Grnsbg. Pike	3 Year	December 31, 1988
CIVIL SERVICE BOARD	None	6 Year	
ZONING HEARING BOARD	M. Jos. martinelli 703 McMasters Ave	3 Year	December 31, 1988
RECREATION BOARD	Mrs. Connie McKeever 118 Larchwood Dr	5 Year	December 31, 1990
	William Driscoll 144 Curry Avenue	5 Year	December 31, 1990

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of January 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 5-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1985.

WHEREAS, as a result of appeals filed with the Allegheny County Board of Property Assessment, Appeals and Review regarding the 1985 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the Official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to January 6, 1986 as follows are hereby authorized.

NAME	BLOCK & LOT	AMOUNT
Kathleen A. Yakin	373-R-306	6.17
Bernard J. & Zelma Denardo	453-L-26	24.50
Total		$30.67

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of January, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 6-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS RATIFYING THE EXECUTION OF AN AGREEMENT WITH THE WILKINS TOWNSHIP MAINTENANCE EMPLOYES ASSOCIATION FOR THE YEARS 1986 AND 1987.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The Board of Commissioners ratifies an agreement dated January 8, 1986 between the Township and the Wilkins Township Maintenance Employes Association.

SECTION II: The agreement reads as follows:

1. Article V, Section 5 of existing contract is amended to provide a one day funeral leave for death of a Brother-in-Law, Sister-in-Law, Blood Aunt or Blood Uncle. Said leave shall be upon request and for the day of the funeral.

2. Article V, Section 10 is amended to provide for the following:

A. The Township will reimburse up to $20.00/year/employe for purchase of two (2) pair of work gloves.

B. The Township will reimburse up to $20.00/year/employe for purchase of a work jacket. Said jacket may have the employe's name printed thereon but will not carry the Township's name. Cleaning of these jackets will be at the employe's expense and not part of the Township's uniform contract.

Invoices on the above must be submitted to the Township Manager prior to December 1st of each year.

Purchase of the above items will be on a reimbursement system upon presentation of proof of purchase.

3. Base Wages to be increased 4% effective December 30, 1985 and again increased 4% effective December 27, 1986 on the 1986 Base.

In addition to the above, a "capped" cost of living allowance will be placed in effect. This COLA will be in effect for 1986 and 1987 and will increase to a maximum of 1% of Base Wages based on changes to the Consumer Price Index. The changes will be monitored on an October to October basis.

4. Prescription and Vision Programs will remain in effect.

5. Article V, Section 4 of the existing contract is amended to indicate that the Sick Leave Benefit accrues if an employe works twenty (20) days in a calendar month.

6. All other terms and conditions of the existing contract to remain in effect.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of January, 1986.

TOWNSHIP OF WILKINS

Joseph J. Dombrosky

By Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST

Wilmer K. Baldwin

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 7-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
SETTING THE COMPENSATION OF CERTAIN EMPLOYES.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The salaries of the following employes are established as indicated effective December 30, 1985:

TITLE	#	1/1/86 RATE	AMOUNT CHANGED OVER PREVIOUS RATE
Office Assistant GRI	2	$8.05/hour +	.14/hour ($300.00/yr)
School Guard	11	$6.14/hour +	.05/hour ($27.00±/yr)
Assistant to Manager	1	$22,050./year +	$1,050./year

RESOLVED AND ADOPTED BY THE Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of January, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

Attest:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS
RESOLUTION NO. 8-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS PROCLAIMING FEBRUARY 16TH TO 22ND AS ENGINEERS WEEK.

WHEREAS, Western Pennsylvania has always been a national leader in Engineering whether it be research or in actual practice; and

WHEREAS, the Township of Wilkins wishes to recognize the over fifteen thousand engineers and scientists represented by over forty Technical Societies such as the National Society of Professional Engineers which sponsors "Engineers Week" and the Engineers' Society of Western Pennsylvania; and

WHEREAS, the Township of Wilkins recognizes the achievements of the many notable engineers such as John F. Graham, Jr., P.E., winner of the Pittsburgh Chapter's PSPE 1986 Professional Engineers Distinguished Service Award; and

WHEREAS, the theme of National Engineers' Week is "Engineers: Turning Ideas Into Reality".

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby proclaim the week of February 16th to the 22nd, 1986 as "Engineers' Week" throughout the Township.

RESOLVED AND ENACTED this 10th day of February 1986 at a duly assembled meeting of the Board of Commissioners of the Township of Wilkins.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 9-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING THE REFUND OF CERTAIN EXONERATED REAL ESTATE TAXES FOR THE YEAR 1985.

WHEREAS, as a result of appeals filed with the Allegheny County Board of Property Assessment, Appeals and Review regarding the 1985 Real Estate Assessments, the said Board has approved certain adjustments; and

WHEREAS, by copies of the official Change Orders, the aforementioned Board has notified the Township of adjustments in assessments.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins that refunds due as a result of said assessment adjustments verified to March 7, 1986 as follows are hereby authorized:

NAME	BLOCK & LOT	AMOUNT
David Antis & Roberta Weaver	453-N-12	$17.50
Gilbert R. Eles	542-J-20	87.12
Donald E. & Neva Potts	453-L-80	42.53
Total		$147.15

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of March, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 10-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING AN AMENDMENT TO THE MUNICIPAL EMPLOYERS TRUST AGREEMENT.

RESOLVED, that consent, authorization and approval be and the same are hereby given that the Municipal Employers Trust Agreement be amended to read as follows:

Article II, Paragraph A, Section 3 as amended

3. "Employer" - Any municipality, association of municipalities cooperating pursuant to the Act of July 12, 1972 (P.L. 762, No. 180) referred to as the Intergovernmental Cooperation Law, school district or municipal authority in the Commonwealth of Pennsylvania which, by appropriate action of the governing body, subscribes to, accepts, or in any other way becomes a party to this Agreement, or which subsequently may, by appropriate writing, subscribe to, accept or bind itself by acceptance of this Trust.

FURTHER RESOLVED, that the proper officers be and the same are hereby authorized and directed to certify in writing the adoption of these resolutions to the proper persons or parties pursuant to and in accordance with the provisions of ARTICLE V, paragraph F, Section 1 of the said Municipal Employers Insurance Trust Agreement.

APPROVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS this 10th day of March 1985.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 11-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS APPOINTING RESIDENTS TO THE BUREAU OF FIRE PREVENTION AND TO THE FIRE CODE HEARING BOARD.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. Under provisions of Ordinance No. 742 the following residents are appointed to the Fire Prevention Bureau for the terms indicated:

FIRE MARSHAL: N. Leonard Hill
405 Kingston Drive 15235
December 31, 1987

DEPUTY FIRE MARSHALS: Brian Fitchwell
900 Stevendale Drive 15221
December 31, 1987

William Kucic
105 Coal Street 15145
December 31, 1987

Samuel Schiff
267 Kingston Drive 15235
December 31, 1987

SECTION II. Under provisions of Ordinance No. 742 the following residents are appointed to the Fire Code Hearing Board for the terms indicated:

Roy Buterbaugh
Six Curry Court 15145
December 31, 1987

Frank Doyle
317 Delaney Drive 15235
December 31, 1986

James O'Brien
970 Greensburg Pike 15112
December 31, 1988

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of March, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 12-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS EXPRESSING THE OPPOSITION OF THE BOARD OF COMMISSIONERS TO S.B. 1211.

WHEREAS, The Board of Commissioners of the Township of Wilkins has examined Senate Bill #1211, referred to the Environmental Resources and Energy Committee; and,

WHEREAS, one of the purposes of the Bill is to create a fund to encourage the construction of refuse burning plants. These plants are not economically feasible and have not been proven to be environmentally safe. The cost of construction is disproportionate to any possible benefit, and ultimate cost will be borne by those communities and their citizens who have had the foresight to plan for refuse disposal; and,

WHEREAS, essentially, the Bill places a tax on the ultimate users of landfills, to promote incineration plants, which have not been adequately researched as to their potential health hazards, and which have been proven to be detrimental to health in Europe where they have been used; and,

WHEREAS, the Township of Wilkins has enjoyed economic benefits of state-of-art lined landfill system with proper waste water treatment and expects to utilize this system into the future.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners oppose Senate Bill #1211 and urge our elected representatives to likewise oppose this legislation.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of March, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 13-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AN AGREEMENT AMONG THE BOROUGHS OF CHALFANT, CHURCHILL AND FOREST HILLS, THE TOWNSHIP OF WILKINS AND THE WOODLAND HILLS SCHOOL DISTRICT REGARDING QUARTERS FOR THE JOINT TAX COLLECTOR OF EARNED INCOME TAXES.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the proper officers are hereby authorized to execute an agreement in substantially the following form:

143

AGREEMENT

MADE AND ENTERED INTO as of the 1st day of June, 1986

by and among

THE TOWNSHIP OF WILKINS, a municipal subdivision of the Commonwealth of Pennsylvania, situate in Allegheny County, Pennsylvania, hereinafter called "Township"

and

THE WOODLAND HILLS SCHOOL DISTRICT, a political subdivision of the Commonwealth and County aforesaid, hereinafter called "School District"

and

THE BOROUGH OF CHURCHILL, a municipal subdivision of the Commonwealth and County aforesaid, hereinafter called "Borough"

and

THE BOROUGH OF FOREST HILLS, a municipal subdivision of the Commonwealth and County aforesaid, hereinafter called "Forest Hills Borough".

and

THE BOROUGH OF CHALFANT, a municipal subdivision of the Commonwealth and County aforesaid, hereinafter called "Chalfant Borough".

WHEREAS, the Township, the Boroughs and the School District have heretofore entered into an agreement for the joint collection of earned income taxes; and

WHEREAS, it has become necessary to obtain offices for the joint tax collector.

NOW THEREFORE, it is agreed by and among the Township, the School District and the Boroughs as follows:

1. The Township of Wilkins shall provide office space to the joint tax collector in the Wilkins Township Municipal Building, 110 Peffer Road, Wilkins Township, Pennsylvania, as follows:

Room #1 - 169 square feet - waiting room
Room #2 - 222 square feet - office
Room #4 - 195 square feet - office
Storage Space - 275 square feet

2. The term of this agreement for use of the space aforesaid shall commence on July 1, 1986 and end on June 30, 1987.

3. The term of use may be renewed at the option of the parties to the joint tax collection agreement for a period of one year commencing July 1, 1987; provided the parties give written notice to the Township of Wilkins of exercise of said option, said notice to be delivered to the Township on or before January 2, 1987.

4. The cost of the space provided for the tax collector as above set forth shall be paid by the Township, the School District and the Boroughs at the rate of $6,405.00 per annum, and according to the following formula:

	School District	50% =	$3,202.50
of the remaining 50%	Wilkins Township	38.1% =	$1,220.15
	Churchill Borough	19.6% =	$ 627.69
	Forest Hills Borough	37.5% =	$1,200.94
	Chalfant Borough	4.8% =	$ 153.72

5. The costs aforesaid shall be paid to the Township by the School District quarterly, commencing July 1, 1986. The Township and the Boroughs shall reimburse the School District for their respective shares quarterly, also commencing July 1, 1986.

6. The costs include provision by Township of Wilkins of all utilities, with existing air-conditioning and custodial service.

7. The parties shall pro-rate costs incurred by the tax collector in moving into the Municipal Building and legal expenses of the agreement on the percentages set forth in paragraph 4 hereof.

IN WITNESS WHEREOF, the Township of Wilkins and the Woodland Hills School District, the Borough of Churchill, the Borough of Forest Hills, and the Borough of Chalfant, have duly executed this agreement, each by its proper officers thereunto duly authorized, the day and year hereinafter set forth.

ATTEST:

Secretary

THE TOWNSHIP OF WILKINS

By _____
President of the Board of Commissioners

Date of Execution:

April 14, 1986

ATTEST:

_____
Secretary

THE WOODLAND HILL SCHOOL DISTRICT

By _____
President of the School Board

Date of Execution:

_____, 1986

ATTEST:

_____
Secretary

THE BOROUGH OF CHURCHILL

By _____
President of Council

Date of Execution:

_____, 1986

ATTEST:

_____
Secretary

THE BOROUGH OF FOREST HILLS

By _____
President of Council

Date of Execution:

_____, 1986

ATTEST:

_____
Secretary

THE BOROUGH OF CHALFANT

By _____
President of Council

Date of Execution:

_____, 1986

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this fourteenth day of April, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 14-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
PROVIDING FOR A REDUCTION IN THE RATE OF
MEMBERS CONTRIBUTION TO THE POLICE PENSION FUND.

WHEREAS, the Township of Wilkins, Allegheny County, Pennsylvania has installed and at present is operating a Police Pension Fund for the Members of the Police Department in accordance with certain laws pertaining to such Funds; and

WHEREAS, such Pension Fund is fully funded and provides all of the necessary and desired benefits in accordance with such laws pertaining to Police Pension Funds; and

WHEREAS, the income into such Fund exceeds the annual cost of the benefits provided for under such Fund; and

WHEREAS, the Township and the Police Employes have received an arbitration award reading, in part, as follows:

> PENSION PLAN -- The interest received by the Township from any police pension funds on deposit by the Township during any prior year, beginning with the year 1981, shall be used to reduce the contributions of the employes to their pensions under Act 600; and

WHEREAS, the Township has been advised by the Auditor General's Office that this procedure can be implemented on an annual basis by Resolution if the fund is determined to be sound; and

WHEREAS, evidence has been presented stating that the Fund is sound and that the earnings for the year 1985 has been certified to be sufficient to supplement the member contributions for 1986.

NOW, THEREFORE, BE IT RESOLVED that the proper officers of the Township be authorized and directed to implement the applicable provisions of the arbitration award.

RESOLVED AND ADOPTED at a regular meeting of the Wilkins Township Board of Commissioners this 14th day of April, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky,
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 15-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS ESTABLISHING THE SALARY OF THE CHIEF OF POLICE.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. Effective March 22nd, the salary of the Chief of Police is established at $32,138.00 Per Year.

SECTION II. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 14th day of April, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

K. FEES FOR STREET OPENING PERMITS UNDER PROVISION OF ORDINANCE NO. 634

Fee for individual opening $7.50
Fee per foot for linear foot excavation - $0.75/foot

L. FEES FOR LAND SUBDIVISION REVIEW UNDER PROVISION OF ORDINANCE NO. 275

1. Tentative Sketch: - No filing fee

2. Preliminary Plan: One Hundred Fifty (150.00) Dollars filing fee, plus Ten ($10.00) Dollars for each lot when application for approval of a Preliminary Plan containing lots abutting streets proposed to be laid out through unimproved land is filed, or when application for approval of Preliminary Plan containing lots abutting streets of insufficient width is filed. The filing fee shall not exceed $750.00.

3. Improvement Construction Plan: One Hundred (100.00) Dollars plus Two (2.00) Dollars for each one hundred (100) feet, or fraction thereof, of new streets when an application for approval of an Improvement Construction Plan is filed for each street or portion thereof. The filing fee shall not exceed $750.00.

4. Lot Location Plan: One Hundred (100.00) Dollars plus five (5.00) Dollars for each lot when application for approval of a Lot Location Plan containing lots abutting streets of sufficient width is filed. The filing fee shall not exceed $500.00.

5. Land Subdivision Agreements: Six Hundred (600.00) Dollars for the preparation of each Land Subdivision Agreement.

6. Inspection: Sixty (60.00) Dollars per hour or fraction thereof for each inspector of work when same is necessary under the Land Subdivision Ordinance of the Township of Wilkins. A minimum of $600.00 shall be paid in advance.

7. Material Tests: The actual costs of any material test as required by the Township Engineer.

8. Escrow Agreements and Bonds: Two Hundred Fifty (250.00) Dollars for processing each Escrow Agreement and Bond.

9. Permits:

A. Storm Drains and Water Courses:

Two Hundred (200.00) Dollars when an application for a permit is filed in connection with storm drains and water courses, plus costs of inspection and any material tests.

B. Street Openings, Sidewalks, Curb Cuts:

Fee for individual opening - Seven Dollars Fifty Cents (7.50) fee per foot for linear foot excavation $0.75.

M. FEES FOR PLACEMENT, MAINTENANCE AND SURFACE PUBLIC UTILITY FACILITIES UNDER PROVISIONS OF ORDINANCE NO. 697

A. Individual opening for pole or similar structure $10.00

B. Placement of a surface mounted transformer or similar facility $350.00.

II. CHARGES FOR DOCUMENTS:

A.	Copies of Regional Comprehensive Plan	$10.00/each
B.	Copies of Township Comprehensive Plan	$10.00/each
C.	Copies of Zoning Ordinance No. 542	$ 4.00/each
D.	Copies of Planned Residential Development Ordinance No. 543	$ 4.00/each
E.	Copies of 1:400 Base Map or Sewer Map	$ 2,50/each
F.	Copies of Pocket Size Zone Map	$ 1.50/each
G.	Copies of Pocket Size Base Map	$ 1.50/each

III. FEES FOR ADMINISTRATIVE SERVICES

A. COLLECTION OF DELINQUENT SANITARY SEWAGE USE CHARGES PER SERVICE AGREEMENT WITH ALCOSAN

1. Interest charge 1½%/month (18%/year) from due date.

2. Service Charge FIRST NOTICE $10.00/billing cycle for FIRST delinquency

Cycle for REPEAT delinquencies $15.00/billing

3. Service Charge SECOND NOTICE $12.00/billing Cycle for FIRST DELINQUENCY

Cycle for REPEAT delinquencies $17.00/billing

4. Service Charge THIRD NOTICE $16.00/billing Cycle for FIRST Delinquency

Cycle for REPEAT delinquencies $21.00/billing

5. Charge for Certified Mail - Prevailing fees of U. S. Postal Service

6. WATER SHUT-OFF and TURN-ON CHARGE per Water Authority Regulations - $10.00 to turn off; $10.00 to turn-on, as per prevailing fee of WILKINSBURG PENN JOINT WATER AUTHORITY, or such other fee as charged from time to time. PLUS TOWNSHIP SERVICE FEE OF $20.00.

B. Preparation of "NO-LIEN" letters $10.00/each

C. Certification on payment of previous year's taxes $10.00/request

D. Charge for NSF Check $10.00

IV. FEES FOR POLICE DEPARTMENT SERVICES

A. Vending Permits under Provisions of Ordinance No. 693 and Resolution No. 18-82

Application Fee	$ 5.00
Fee per person/per day	$ 2.00
Per person/per month	$20.00
Per person/per year	$60.00

B. Reimbursement from Woodland Hills School District for Special School Police

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

C. Service Charge for Traffic Accident, Theft and Similar Reports

Ten ($10.00) Dollars

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.

V. 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 60% comparable private rate plus operators wages and overhead. A tabular listing of fees shall be determined annually by the Township Manager.

VI. FEES FOR DEPARTMENT OF PARKS AND RECREATION SERVICES

A. Tennis Court Annual Passes

1. Resident $6.00 FIRST Family Member
$1.50 ADDITIONAL Family Member

2. Non-Resident $20.00 FIRST Family Member
$ 1.50/each ADDITIONAL Family Member

B. Rental of Keys for Park Gates

1. Keys issued only with approval of Recreation Board.

2. Fee is $5.00/key/year

3. Fee for lost key is $25.00

C. Fee for Summer Park Permits

1. Resident Groups:

A. Single Use $10.00
B. Multiple Use - $50.00

2. Non-Resident Groups:

A. Single use $20.00
B. Multiple use $70.00

D Summer/Winter Course Registration

1. Resident/Non-Resident

$5.00 per child per course up to a maximum of $15.00 per child.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a regular meeting held this 12th day of May, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Barbara H. Baldwin

RESOLUTION NO. 16-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS ESTABLISHING FEES FOR VARIOUS PERMITS AND SERVICES.

WHEREAS, the Township has required fees for various permits and services; and

WHEREAS, these fees have not been revised for several years; and

WHEREAS, the Township Staff has prepared a study noting the need or revision to various fees and charges to reflect the increased costs of processing the various services.

NOW, THEREFORE, BE IT RESOLVED that the following fees be established:

I. CODE ENFORCEMENT AND LAND USE REGULATIONS

A. BUILDING PERMITS:

Based on estimated value of construction or alteration:

Where no structural changes are made	$5.00
Where structural changes are made:	
Value of work - under $10,000.00	$15.00
Value of work - over $10,000.00	$100.00

Plus $0.05 per square foot of floor area, or surface area, if work is on vertical face, to a maximum of 1% of value of work.

B. ZONING CERTIFICATES:

New structures	$10.00
Structural alterations	$6.00

C. SIGN PERMITS:

For each sign	$25.00

D. FEE FOR GRADING PERMITS UNDER PROVISIONS OF Ordinance No. 516:

Fee is $130.00 per week of grading operations payable in advance based on number of weeks or work as estimated by contractor and approved by Engineer.

E. SEWER TAP IN FEES:

$150.00 per unit as defined in Ordinance No. 306.

$115.00 of this fee is payable to Capital Reserve Fund as a Tap-In Fee.

$35.00 of this fee is payable to the General Fund as an inspection fee and is paid by the Township to the County Health Department as the Plumbing Plan Fee for the sewer tap.

F. APPLICATIONS FOR APPEAL TO THE ZONING HEARING BOARD

A. A fee of $200.00 shall be paid by all persons for each appeal to the Zoning Hearing Board plus cost of stenographer as invoiced.

B. Exception. No fee shall be required for hearings before the Zoning Hearing Board pertaining to special exceptions in connection with lots falling within the classification described in Section 302.7F of Ordinance No. 542.

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

G. DRIVEWAY PERMITS UNDER PROVISION OF ORDINANCE NO. 621 AND RESOLUTION NO. 32-81

1. If no consultant review is required, fee is $500.00.

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

3. If an appeal is made, the fee in addition to fees in Items No. 1 and 2 is $500.00 plus the cost of a stenographer, plus all other costs over $500.00.

4. Base fees are payable in advance.

H. ENGINEERING REVIEW AND INSPECTION ON LARGE BUILDING PROJECTS PER RESOLUTION NO. 12-76

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 residential
Commercial
Industrial

A preliminary fee in the amount of $500.00 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.

I. FEES FOR APPLICATION FOR PLANNED RESIDENTIAL DEVELOPMENTS UNDER PROVISIONS OF ORDINANCE NO. 543

1. Initial fee upon presentation of request or tentative plan - $750.00.

a. Above includes $200.00 attributable to administrative supervision and $550.00 to engineering and legal fees. Any unused portion of the $550.00 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 development plan.

J. FEES FOR APPLICATION FOR CONDITIONAL ZONING USE OR APPLICATION FOR AMENDMENT TO ZONING ORDINANCE UNDER PROVISIONS OF ORDINANCE NO. 542.

1. Initial fee upon presentation of request or tentative plan - $750.00.

a. Above includes $200.00 attributable to administrative supervision and $550.00 to engineering and legal fees. Any unused portion of the $550.00 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.

RESOLUTION NO. 17-86

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS APPROVING THE SEWAGE PLANNING MODULE FOR THE ROBERT M. AND EVELYN M. FISHER PLANNED RESIDENTIAL DEVELOPMENT.

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 Resources (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 and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS, Robert M. and Evelyn M. Fisher have proposed the development of a parcel of land identified as Farnsworth Terrace Planned Residential Development and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by Wilkins Township sewage systems, and

WHEREAS, the Township of Wilkins finds that the Planned Residential Development described in the attached Planning Module for Land Development conforms to applicable zoning, subdivision, other municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

NOW, THEREFORE, BE IT RESOLVED THAT THE Board of Commissioners of the Township of Wilkins hereby adopt and submit to the Department of Environmental Resources for its approval as a revision to the "Official Plan" of the municipality the above referenced Planning Module for Land Development which is attached hereto. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended)

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 12th day of May, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky

Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin

Wilmer K. Baldwin, Secretary

RESOLUTION NO. 18-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS ESTABLISHING A CLOSING ACCOUNT

RESOLVED, that in order to facilitate the sale of the Township of Wilkins, Allegheny County, Pennsylvania General Obligation Bonds, Series of 1986 (the "Bonds") the office of Pittsburgh National Bank in Pittsburgh, Pennsylvania, is hereby designated as a depositary of the Township for an account designated.

TOWNSHIP OF WILKINS CLOSING ACCOUNT

and is hereby authorized to accept for deposit to the credit thereof monies, checks, drafts, notes, bills of exchange, acceptances or other evidence of indebtedness which may now or may hereafter come into its possession.

FURTHER RESOLVED, that Pittsburgh National Bank is authorized to make payments from the funds of the Township on deposit with it in said account, upon and according to the written instructions of the Township, signed and countersigned by any three persons who are its officers, as follows:

SIGNATURE

1. President or Vice-President, Board of Commissioners

COUNTERSIGNATURE

2. Secretary or Assistant Secretary

3. Treasurer

whether the same be payable to the order of, or in favor of the officer or person signing or countersigning them, or to any of its officers or persons in his individual capacity, or otherwise; and whether the same be deposited to the individual credit of or tendered in payment of the obligation of the officer or person signing or countersigning, or deposited to the individual credit of or tendered in payment of the obligation of any of the other officers or persons, or otherwise.

RESOLVED AND ADOPTED on this twenty seventh day of May, 1986 by the Board of Commissioners of the Township of Wilkins.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 19-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING EASEMENT AGREEMENT WITH RICHARD A. AND DARLEEN L. GRACIANO.

THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS RESOLVES AS FOLLOWS:

SECTION I. The proper Township Officials are authorized and directed to execute and deliver to Richard A. Graciano, Jr. and Darleen L. Graciano, a Deed of Easement and Agreement, a true and correct copy of which is annexed hereto and made a part hereof.

SECTION II. The storm drainage easement granted in said Deed shall be accepted as a part of the public storm drainage system of the Township.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled public meeting held this 27th day of May, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

DEED OF EASEMENT AND AGREEMENT

THIS INDENTURE entered into this 5th day of May, 1986, by and between RICHARD A. GRACIANO, JR. and DARLEEN L. GRACIANO, his wife, of Allgeheny County, Pennsylvania, hereinafter called the "Grantor",

a
n
d

TOWNSHIP OF WILKINS, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania and located in the County of Allegheny in said Commonwealth, hereinafter called the "Grantee".

WHEREAS, the Grantee desires to acquire, and the Grantors desire to grant and convey to the Grantee, an easement of right-of-way for storm water lines and certain rights and privileges with respect to the same, upon the terms and conditions herein provided;

NOW THEREFORE, WITNESSETH that the Parties hereto, for and in consideration of the sum of One Dollar ($1.00), lawful money of the United States of America of the United States of America, paid by the Grantee to the Grantors, the receipt of which is hereby acknowledged, and other good and valuable consideration, the parties hereto, intending to be legally bound hereby, hereby covenant as follows:

The Grantors have granted and conveyed and do hereby grant and convey to the Grantee, its successors, lessees and assigns, a perpetual easement of right-of-way ten feet in width throughout, for the purposes, at any time and from time to time, of constructing, reconstructing, laying relaying, relocating, operating, maintaining, repairing and removing storm sewer line or lines, together with all necessary appurtenances or parts thereto, including catch basins, in, on, over, upon, across and through property of the Grantors, the center line of which is described on Exhibit A attached, situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania.

TOGETHER WITH the full, free, uninterrupted and perpetual rights to use, and of ingress, egress and regress, in, on, over, upon, across and through said above-described easement and right-of-way for any and all purposes necessary or convenient to the use and enjoyment as aforementioned by the Grantee, its successors, lessees, and assigns, of the easement of right-of-way herein granted.

TO HAVE AND TO HOLD said easement of right-of-way and all and singular said rights of use, and of ingress, egress, and regress aforesaid to the Grantee, its successors, lessees, and assigns, to and for the only proper use as aforesaid, full, free, uninterrupted and in perpetuity.

COVENANTS:

1) The Grantee hereby agrees that the use of the easement of right-of-way for construction purposes shall be done in such a manner as not to unreasonably interfere with the use of the property of the Grantors as now or hereafter maintained; and further that, upon the completion of the construction or any similar use of the easement of right-of-way the Grantee and its contractors shall restore the surface of the property of the Grantors to the extent practicable to its condition immediately prior to such construction or similar use.

2) The Grantors and Grantee do hereby grant and convey each unto the other all of their respective right, title and interest, of, in and to those easements and rights of way, with all rights and obligations appurtenant thereto, as set forth in the following instruments of record, to wit: Charles Hall, et ux, et al, to the Township of Wilkins, dated, September 4, 1957 recorded in Deed Book Volume 3690, page 26 and Charles Hall, et ux, et al, to the Township of Wilkins, dated May 11, 1964 recorded in Deed Book Volume 4163, page 53, all to the end that the easements granted in those instruments and all rights and obligations of the Grantor and Grantee with respect thereto be forever extinguished.

3) The easement, as herein located, is in part laid over the existing channel through which surface waters flow after discharge from a 15-inch storm water drain pipe of approximately 45-feet in length extending through the easement from Sunset Drive. The Grantor shall have the right to extend the existing drain pipe, at Grantor's expense. The Grantee shall have no responsibility to extend the existing drain pipe. The Grantee shall have the right to use the existing drainage channel, whether or not within the ten foot easement granted herein, until such time as drainage is confined within the easement granted by extension of a drain pipe.

This Agreement and Easement and all the rights, privileges, covenants and obligations hereunder shall extend unto and inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors, lessees and assigns.

NOTICE -- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended.)

NOTICE -- THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, ARE FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO

COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

WITNESS

Karen S. Pisarcik

Karen S. Pisarcik

Richard A. Graciano, Jr. (SEAL)

Darleen L. Graciano (SEAL)

(MUNICIPALITY SEAL)

ATTEST:

Secretary

Township of Wilkins

By

~~Chairman~~ President, Board of Commissioners

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 5TH day of MAY, 1986, before me, the undersigned authority, personally appeared, Richard A. Graciano, Jr. and Darleen L. Graciano, his wife, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained and to record the same.

WITNESS my hand and seal the day and year aforesaid.

Deborah H. Wilson
Notary Public

(Official Seal)

My Commission Expires:

DEBORAH H. WILSON, NOTARY PUBLIC
WILKINSBURG BORO, ALLEGHENY COUNTY
MY COMMISSION EXPIRES JULY 24, 1989
Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this the 28th, day of MAY, 1986, before me, a Notary Public, personally appeared Joseph J. Dombrosky, who acknowledged himself to be the President, Board of Commissioners, of the Township of Wilkins, and that as such, and being authorized to do so, he executed the foregoing instrument in the capacity therein stated, for the purposes therein contained, and to the end that it may be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Francis R. Kuszajewski
Notary Public

My Commission Expires:

FRANCIS R. KUSZAJEWSKI, NOTARY PUBLIC
WILKINS TOWNSHIP, ALLEGHENY COUNTY
MY COMMISSION EXPIRES SEPT. 7, 1987
Member, Pennsylvania Association of Notaries

I HEREBY CERTIFY, that the precise address of the Grantee herein is 110 Peffer Road, Turtle Creek, Pennsylvania 15145.

JFMU/13

Legal Description

A 10-foot easement through the property of Richard A. Graciano, Jr. and Darlene L. Graciano, situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania, the centerline of which is described as follows:

BEGINNING at the northwesterly corner of the property of the Grantors at a point on the easterly side of Sunset Drive, 50 feet in width, which point is also the northeasterly corner of property now or formerly of George Gibson, thence along the westerly side of Sunset Drive, in a northerly direction, by the arc of a circle having a radius of 125 feet, an arc distance of 17.47 feet; thence through the properties of the Grantors South 53° 56' 20" east a distance of 183.61 feet to the westerly side of Hawthorne Drive.

JFMU/15

RESOLUTION NO. 20-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
IN SUPPORT OF STATE LEGISLATION
PERMITTING DOG RACING

WHEREAS, the City of McKeesport is actively seeking and exploring the possibility of having a dog racing track in the McKeesport Area; and

WHEREAS, there has been high unemployment, the loss of business, and gradually eroding tax bases within McKeesport and the Mon Valley; and

WHEREAS, the Board of Commissioners of the Township of Wilkins is of the opinion that a dog racing track in the McKeesport Area will enhance employment opportunities create businesses and expand existing business in the area and enchance the area's tax base; and

WHEREAS, the Board of Commissioners of the Township of Wilkins resolves as follows:

BE IT RESOLVED, that the Board of Commissioners adopt a position supporting a dog racing track in the McKeesport Area; and

BE IT FURTHER RESOLVED, that the Board of Commissioners publicly support such a program and inform the proper State Officials about the Township of Wilkins support of a dog racing track; and

BE IT FURTHER RESOLVED, that the State Legislature approve a new bill that will permit a dog racing track in the Mon-Valley and that revenues from wagering be refunded to the Mon Valley.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of June, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:
Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 21-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING AN AGREEMENT WITH
DEGLIT, INC. RE: THE EXCHANGE OF LAND

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. The proper officers are hereby authorized to execute and deliver to Deglit, Inc. an agreement in substantially the following form:

AGREEMENT

MADE this 9Th day of June, 1986

by and between

THE TOWNSHIP OF WILKINS, a political subdivision of the Commonwealth of Pennsylvania (the "Township") and DEGLIT, INC., a Pennsylvania business corporation.

WHEREAS, it is the intent of the parties to exchange parcels of real estate situate in the Township of Wilkins, Allegheny County, Pennsylvania, as more particularly bounded and described herein.

NOW THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. The parties agree to exchange the parcels of land as more particularly set forth in Exhibits "A" and "B" attached hereto and made a part hereof.

2. The exchanges shall be made clear of all liens and encumbrances, except as hereinafter set forth and shall convey good and marketable title.

3. There shall be no pro-ration of taxes.

4. Deed transfer taxes on the conveyance to Deglit, Inc. shall be paid by Deglit, Inc.

5. This Agreement and the obligations of the Township hereunder is subject to final approval and order authorizing the exchange by the Court of Common Pleas of Allegheny County pursuant to the Act of June 30, 1972, P.L. 508 (20 Pa. C.S.A. 8301, et seq.) and Rule 18 of the Orphan's Court Division of the Court of Common Pleas of Allegheny County.

6. All legal advertising, appraisal, title examination and other costs required under the aforesaid proceedings shall be paid by Deglit, Inc. The Township acknowledges receipt of the sum of $1,500.00 to be applied to said costs. Any balance will be paid within thirty days of billing therefore.

7. A right-of-way for egress, ingress and regress, in favor of the Township and the general public using the land granted to the Township by Deglit, Inc., shall be conveyed to the Township and shall be located as set forth in the Plan attached hereto and marked Exhibit "C". Deglit, Inc. shall obtain said right-of-way from Highland Manor Associates.

8. Both parcels are conveyed subject to coal and mining rights, mineral leases, and restrictive covenants, if any, as set forth in prior instruments of record or apparent on the ground.

9. Deglit, Inc. agrees to deposit excess earth (if any) derived from development of Deglit, Inc.'s adjacent lands on the parcel conveyed to the Township and as directed by the Township Manager.

10. In the event either party is for any reason whatever, unable to convey marketable title, this Agreement shall become null and void; and neither party shall be liable to the other for any loss or damage, other than actual costs incurred under paragraph 6 hereof.

IN WITNESS WHEREOF, the Township and Deglit, Inc. have executed this Agreement the day and year first above written.

ATTEST:

TOWNSHIP OF WILKINS

By

DEGLIT, INC.

By Eugene Litman
Pres.

PARCEL EXCHANGE - WILKINS TOWNSHIP to DEGLIT, INC.

PARCEL A:

All those lots or certain piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania being known as Lots 238, 239, 240 and 241 in the "First Addition to Plan of Lots laid out by Samuel B. Brown" as recorded in the Recorders Office of Allegheny County in Plan Book Volume 22, Pages 98 and 99 and being more particularly bounded and described as follows:

Beginning at a point formed by the intersection of the southwesterly side of Arthur Street and the northwesterly side of Shaw Avenue; thence along the northwesterly side of Shaw Avenue and along Lot 241, S 49° 26' W a distance of 100.00' to a point on the northeasterly side of a 16' alley; thence along the northeasterly side of said Alley N 40° 34' W a distance of 100.00' to a point on the dividing line between lots 237 and 238; thence along said dividing line N 49° 26' E a distance of 100.00' to a point on the southwesterly side of Arthur Street; thence along said southwesterly side of Arthur Street S 40° 34' E a distance of 100.00' to a point at the northwesterly intersection of Arthur Street and Shaw Avenue, said point being the point of beginning.

Containing 10,000 Sq Ft and being known as Block 374-S Lot 249.

PARCEL B:

All those lots or certain piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania being known as Lots 307 to 313 inclusive in the "First Addition to Plan of Lots laid out by Samuel B. Brown" as recorded in the Recorders Office of Allegheny County in Plan Book Volume 22, Pages 98 and 99 and being more particularly bounded and described as follows:

Beginning at a point formed by the intersection of the northwesterly side of Shaw Avenue and the southwesterly side of Locust Street; thence along the northwesterly side of Shaw Avenue S 49° 26' W a distance of 100.00' to a point on the northeasterly side of a 16' Alley; thence along said northeasterly side of said Alley N 40° 34' W a distance of 175.00' to a point on the dividing line between Lots 306 and 307; thence along said dividing line N 49° 26' E a distance of 100.00' to a point on the southwesterly side of Locust Street; thence along said southwesterly side of Locust Street S 40° 34' E a distance of 175.00' to a point at the northwesterly intersection of Shaw Avenue and Locust Street, said point being the point of beginning.

Containing 17,500 Sq Ft and being known as Block 374-S Lot 307.

The combined area of Parcel A & B being 27,500 Sq Ft.

EXHIBIT "A"

DEGLIT, INC.

to

PARCEL EXCHANGE - WILKINS TOWNSHIP

PARCEL C:

All those lots or certain piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania being known as Lots 425 to 430 inclusive in the "Samuel B. Brown Plan of Lots" as recorded in the Recorders Office of Allegheny County in Plan Book Volume 18, Pages 74 and 75 and being more particularly bounded and described as follows:

Beginning at a point on the westerly side of Grandview Avenue at the dividing line of Lots 424 and 425; thence along the westerly side of Grandview Avenue S 0° 37' W a distance of 148.00' to a point; thence still along Grandview Avenue S 0° 37' W a distance of 148.00' to a point; thence still along Grandview Avenue S 49° 26' W a distance of 27.31' to a point on the northeasterly side of a 16' Alley; thence along said northeasterly side of the 16' Alley N 40° 34' W a distance of 102.06' to a point on the easterly side of a 10' Alley; thence along said easterly side of the 10' Alley, N 5° 17' E a distance of 89.46' to a point at the dividing line between Lots 424 and 425; thence along said dividing line, S 89° 23' E a distance of 80.42' to a point on the westerly side of Grandview Avenue, said point being the point of beginning.

Containing 11,476 Sq Ft and being known as Block 374-S Lots 325, 326 and 328.

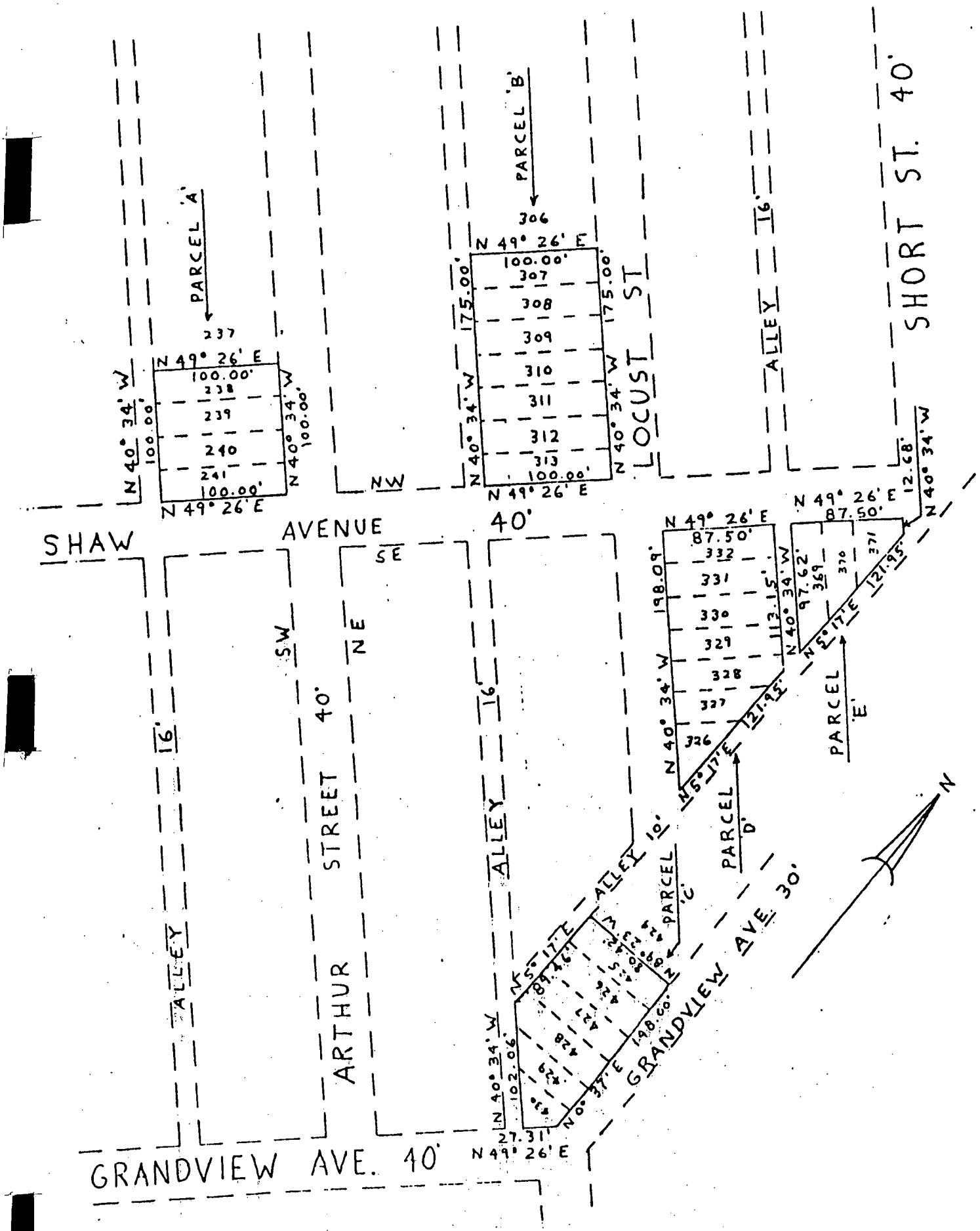
PARCEL D:

All those lots or certain piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania being known as Lots 326 to 332 inclusive in the "Samuel B. Brown Plan of Lots" as recorded in the Recorders Office of Allegheny County in Plan Book Volume 18, Pages 74 and 75 and being more particularly bounded and described as follows:

Beginning at a point formed by the intersection of the southeasterly side of Shaw Avenue and the northeasterly side of Locust Street; thence along the southeasterly side of Shaw Avenue N 49° 26' E a distance of 87.50' to a point on the southwesterly side of a 16' Alley; thence along said southwesterly side of said Alley S 40° 34' E a distance of 113.15' to a point on the westerly side of a 10' Alley; thence along said westerly side of said Alley S 5° 17' W a distance of 121.95' to a point on the northeasterly side of Locust Street; thence along the northeasterly side of Locust Street N 40° 34' W a distance of 198.09' to a point on the southeasterly side of Shaw Avenue, said point being the point of beginning.

Containing 13,617 Sq Ft and being known as Block 374-S Lots 350, 352 and 353.

PARCEL EXCHANGE - WILKINS TWP.



PARCEL EXCHANGE - WILKINS TOWNSHIP

PARCEL E:

All those lots or certain piece of ground situate in the Township of Wilkins, County of Allegheny and Commonwealth of Pennsylvania being known as Lots 369, 370 and 371 in the "Samuel B. Brown Plan of Lots" as recorded in the Recorders Office of Allegheny County in Plan Book Volume 18, Pages 74 and 75 and being more particularly bounded and described as follows:

Beginning at a point formed by the intersection of the southeasterly side of Shaw Avenue with the southwesterly side of Short Street; thence along the southwesterly side of Short Street S 40° 34' E a distance of 12.68' to a point on the easterly side of a 10' Alley; thence along said westerly side of said 10' Alley S 5° 17' W a distance of 121.95' to a point on the northeasterly side of a 16' Alley; thence along said northeasterly side of said 16' Alley N 40° 34' W a distance of 97.62' to the southeasterly side of Shaw Avenue; thence along said southeasterly side of Shaw Avenue N 49° 26' E a distance of 87.50' to a point on the southwesterly side of Short Street, said point being the point of beginning.

Containing 4,826 Sq Ft and being known as Block 374-S Lot 346.

THE COMBINED AREA OF PARCELS C, D AND E BEING 29,919 SQ FT

EXHIBIT "B"

20' RIGHT OF WAY ACROSS PROPERTY OF HIGHLAND MANOR ASSOCIATES TO WILKINS TOWNSHIP FOR THE PURPOSE OF INGRESS AND EGRESS

The intent of this Right of Way is to allow ingress and egress to Wilkins Township from the entrance of Highland Manor at the southerly end of Dorothy Street to a point on Shaw Avenue as laid out in the "First Addition to Plan of Lots laid out by Samuel B. Brown" at a point at the southeasterly corner of Lot 313 in said plan. The centerline of said Right of Way to be the centerline of the existing entrance road of Building One and the centerline of the proposed entrance road and parking lot of the proposed Building Two and extending to Shaw Avenue, the centerline described as follows until such time the proposed parking lot is constructed.

Beginning at a point on the northerly side of property now of Highland Manor Associates, said point being located seventy (70') feet, more or less from the soughwesterly corner of said property and being the centerline of Dorothy Street; thence by a line parallel with said centerline of Dorothy Street and through property of Highland Manor Associates for a distance of fifty-five (55') feet, more or less to an angle point; thence still by the centerline of the existing entrance road and approximately parallel with Shaw Avenue for a distance of three hundred thirty (330') feet to a point; thence leaving the existing entrance road and along the proposed road for a distance of two hundred (200") feet more or less, said line crossing the property line dividing the property of Building One and Building Two at a point 320' west of its intersection with Shaw Avenue; thence by a line diagonally through property of Building B for a distance of five hundred (500') feet, more or less to the southeasterly corner of Lot 313 at Shaw Avenue. Said centerline conforming with the bends and curves of the proposed entrance road when constructed.

EXHIBIT "C"

SECTION II: RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of June, 1986.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 22-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
APPROVING A SEWAGE PLANNING MODULE FOR
THE HIGHLAND-CLUGSTON SANITARY SEWER PROJECT

WHEREAS, Section 5 of the Act of January 24, 1966, P.L. 1535, known as the "Pennsylvania Sewage Facilities Act", as amended, and the Rules and Regulations of the Pennsylvania Department of Environmental Resources (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 and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS, the Township of Wilkins has proposed the development of a parcel of land identified as Clugston Avenue and Highland Avenue Sanitary Sewer Construction Project and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by community sewage systems, and

WHEREAS, the municipality has reviewed the Planning Module for Land Development for the proposed subdivision and has determined that the proposed method of sewage disposal does not conform to and is not included in the approved "Official Plan" of the municipality Township of Wilkins comprehensive Sanitary Sewerage Plan, dated 1968 and Act 537 Comprehensive Needs Plan, Allegheny County, Green Int'l., dated 1970.

WHEREAS, the Township of Wilkins finds that the subdivision described in the attached Planning Module for Land Development conforms to applicable zoning, subdivision, other 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 Resources for its approval in a revision to the "Official Plan" of the municipality the above referenced Planning Module for Land Development which is attached hereto. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended).

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 9th day of June, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 23-86

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

WHEREAS, the Board of Commissioners of the Township of Wilkins is desirous of obtaining funds for extending a water line on a portion of Beech Street from the Department of Development in the amount of $7,803.00 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 Development.

BE IT FURTHER RESOLVED, that the Township of Wilkins does hereby designate Wilmer K. Baldwin as the official to file all applications, documents and forms between the Township and the Allegheny County Department of Development.

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

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 30th day of June, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 24-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING THE SUBMISSION OF A LETTER
OF INTENT FOR FUNDS WITH THE COMMONWEALTH
OF PENNSYLVANIA DEPARTMENT OF COMMUNITY AFFAIRS.

WHEREAS, the Commissioners of Wilkins Township are desirous of obtaining financial assistance from the Department of Community Affairs under the Federal Land and Water Conservation Fund Program in the amount of $35,000.00.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners does hereby direct the Township Staff to file a Letter of Intent to apply for project assistance with the Department of Community Affairs.

BE IT FURTHER RESOLVED that the Township of Wilkins will assume the provision of the full local share of the project costs.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 30th day of June, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 25-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS APPROVING A SEWAGE PLANNING MODULE FOR THE HIGHLAND MANOR II PLANNED RESIDENTIAL DEVELOPMENT

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 Resources 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 and/or environmental health hazards with sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new development conforms to a comprehensive program of pollution control and water quality management, and

WHEREAS, HIGHLAND MANOR ASSOCIATES has proposed the development of a parcel of land identified as HIGHLAND MANOR II, and described in the attached Planning Module for Land Development, and proposes that such subdivision be served by Community sewage systems, and

WHEREAS the municipality has reviewed the Planning Module for Land Development for the proposed subdivision and has determined that the proposed method of sewage disposal does not conform to and is not included in the approved "Official Plan" of the municipality sanitary sewer system.

WHEREAS, the Township of Wilkins finds that the subdivision described in the attached Planning Module for Land Development conforms to applicable zoning, subdivision, other 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 Resources for its approval as a revision to the "Official Plan" of the municipality the above referenced Planning Module for Land Development which is attached hereto. The municipality hereby assures the Department of the complete and timely implementation of the said plan as required by law. (Section 5, Pennsylvania Sewage Facilities Act as amended)

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 30th day of June 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 26-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
HONORING THE MEMORY OF MR. HARRY W. KANE

WHEREAS, the Board of Commissioners and the Wilkins Township Recreation Board note with sorrow the passing of Mr. Harry W. Kane, 251 Harrison Road; and

WHEREAS, Mr. Kane has served the Township for many years as a member and officer of the Recreation Board and has been deeply involved in production of the Recreation Board's Newsletter as well as the Annual Arts Festival.

WHEREAS, Mr. Kane's contributions to the community have been significant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners and the Recreation Board express their heartfelt sympathy to the members of Mr. Kane's family.

May his soul rest in peace.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 14th day of July, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 27-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AN AGREEMENT WITH THE BOROUGH OF TURTLE CREEK REGARDING TOWNSHIP USE OF BOROUGH SANITARY SEWERS.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I: The proper officers are authorized to execute an agreement with Turtle Creek Borough in substantially the following form:

AGREEMENT

MADE as of the 1st day of June, 1986

by and between

THE BOROUGH OF TURTLE CREEK (the "Borough")

and

THE TOWNSHIP OF WILKINS (the "Township")

Both being political subdivisions of the Commonwealth of Pennsylvania, situate in Allegheny County, Pennsylvania

WHEREAS, the Borough and the Township are adjoining municipalities with a common watershed providing drainage from the Township to and through the Borough; and

WHEREAS, Wilkins intends to construct a sanitary sewer line to serve properties situate on Clugston Avenue, having a length of 582 feet, more or less, as more particularly shown on the plans prepared by the Senate Engineering Company dated April 22, 1986, which plans are incorporated herein by reference thereto and made a part hereof; and

WHEREAS, Clugston Avenue is a boundary street connecting the Borough and the Township within which the Borough operates and maintains a sanitary sewer connecting with a trunk line operated by The Allegheny County Sanitary Authority.

NOW THEREFORE, in consideration of these premises and agreeing to be legally bound hereby, the parties agree as follows:

1. The Borough hereby grants to the Township, in perpetuity, an easement and the privilege of connecting sanitary sewers to be constructed by the Township in Clugston Avenue, as more particularly set forth in said plan of Senate Engineering Company, together with the right to drain sanitary sewage from said point of connection, through the Borough's santiary sewage system, to the point of connection with the trunk line of Allegheny County Sanitary Authority.

2. The Township agrees that:

(a) The sanitary sewer line constructed by the Township shall not exceed eight inch diameter.

(b) The Township will prohibit the entry of downspouts or other storm water sources into the sanitary sewer and enforce the prohibition.

(c) No more than twenty residences shall be connected into the Township line without the written consent of the Borough.

(d) The Township shall inspect and if necessary, clean its santiary sewer line at least once each year.

(e) The Township shall be responsible for all delinquent santiary sewer charges imposed on properties in the Township by the Allegheny County Sanitary Authority.

3. After connection of the sanitary sewer line by Wilkins, in the event the Borough incurs costs related to maintenance or repair of the Borough sewer lines used by the Township, the Township shall pay a pro-rata share of the costs. The share of the costs to be borne by the Township shall be equal to such costs multiplied by a fraction, the numerator of which is the number of feet of the Township sewer line and the denominator of which is the sum of the number of feet of the Township sewer line and Borough sewer line. For example, if costs of repair were $1,000.00, and the Township sewer line was 200 feet and the Borough sewer line was 800 feet, the Township's pro-rata share would be $200.00.

For these purposes, it has been established that the sanitary sewer line to be constructed in the Township equals 582 feet and the sanitary sewer lines located in the Borough and to be used in serving Township sanitary sewage equals

3,866 feet.

Upon incurring costs related to this Agreement, the Borough shall forward to the Township an invoice detailing the labor and materials used, which invoice shall be paid by the Township within thirty days.

IN WITNESS WHEREOF, the Borough and the Township have caused this Agreement to be executed by their duly authorized officers.

ATTEST:

Secretary

BOROUGH OF TURTLE CREEK

By _____
Mayor

By _____
President of Council

Dated: June 2, 1986

ATTEST:

Secretary

TOWNSHIP OF WILKINS

By _____
President of the Board of Commissioners

Dated: July 28, 1986

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 28th day of July, 1986.

TOWNSHIP OF WILKINS

By _____
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 28-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
APPOINTING A RESIDENT TO AN UNEXPIRED
TERM ON THE RECREATION BOARD OF
WILKINS TOWNSHIP

BE IT RESOLVED that Mr. Daniel R. Martino, 1124 Gilchrest Drive, be appointed to the Recreation Board of Wilkins Township to fill the unexpired term of Mr. Harry Kane. Said term to run to December 31, 1989.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 25th day of August, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 29-86

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF WILKINS SETTING FORTH A POLICY RELATING TO REQUESTS BY VOLUNTEER FIRE COMPANYS FOR TOWNSHIP PARTICIPATION IN THE FINANCING OF PURCHASE OF FIRE TRUCKS.

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 trucks, provided the applicants have met all of the terms and conditions hereinafter set forth.

SECTION II.
All financial assistance is subject to approval of loan application by the Township of Wilkins duly approved by the Allegheny County Authority for Aid to Municipalities or similar entities.

SECTION III.
All applications must be submitted with an unexecuted proposed purchase agreement prepared by the vendor of the fire truck, 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. Contain warranties of labor and material under terms and conditions the same as or equal to those issued by General Motors, Ford, or Chrysler Corporations for vehicles most similar to fire trucks.

C. Provided 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.

SECTION IV.
All loans must be secured in the following manner:

A. The applicant shall pledge with the Township of Wilkins prior to the Township's application to a lender, cash or its equivalent in an amount not less than fifty percent of the total loan requested.

B. The amount pledged shall remain in pledge for one-half of the term of the loan, unless the loan is in default, in which case the Township of Wilkins may make loan payments from the pledge.

C. After a period equal to one-half of the term of the loan, the applicant may withdraw funds from the pledged fund, provided:

(1) The pledged fund remaining shall be equal to no less than seventy percent of the outstanding balance of the loan plus interest due or to be due on said balance.

(2) The applicant has made all prior loan payments as and when due.

SECTION VI.
The applicant must present written evidence that it will have available at all times at least one operational pumper truck to provide fire service.

SECTION VII.
The applicant must execute a loan and indemnity agreement in the form provided by the Township of Wilkins.

RESOLVED AND ADOPTED by the Board of Commissioners of Township of Wilkins at a duly assembled meeting held this 8th day of September, 1986.

ATTEST:

Secretary

TOWNSHIP OF WILKINS

By

President of the Board of Commissioners

TOWNSHIP OF WILKINS

RESOLUTION NO. 30-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING APPLICATION FOR COMMUNITY
DEVELOPMENT FUNDS FOR A WATER LINE
EXTENSION ON BROWN AVENUE.

A Resolution of the Township Commissioners of the Township of Wilkins authorizing the filing of an application for funds with the Allegheny County Department of Development.

WHEREAS, the Township of Wilkins is desirous of obtaining funds from the Department of Development in the amount of $12,000.00 under the Federal Housing and Community Development Act as amended for extending a water line on Brown Avenue.

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

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

RESOLVED AND ADOPTED by The Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this eighth day of September, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 31-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AMENDING RESOLUTION NO. 16-86 REGARDING THE FEES FOR TRAFFIC ACCIDENT REPORTS.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That Article IV, Section C of Resolution No. 16-86 as now reads:

SERVICE CHARGE FOR TRAFFIC ACCIDENT, THEFT AND SIMILAR REPORTS

Ten ($10.00) Dollars

Be amended to read:

SERVICE CHARGE FOR TRAFFIC REPORTS

Five ($5.00) Dollars

SERVICE CHARGE FOR THEFT AND SIMILAR REPORTS

Ten ($10.00) Dollars

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of October, 1986.

TOWNSHIP OF WILKINS

By _____
John J. Hanlon
Vice-President,
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 32-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
URGING THAT THE FEDERAL GOVERNMENT PRESERVE THE
PENSION BENEFIT GUARANTY CORPORATION TO ENSURE THE PENSION
BENEFITS OF ALL RETIRED PERSONS IN THE UNITED STATES
OF AMERICA

WHEREAS, Western Pennsylvania is nationally known as one of the most economically distressed areas in the United States of America, and

WHEREAS, the steelmaking industry that once led the nation to prosperity and later on to dignity in the defense of our country has fallen to the depths of financial hardship, and

WHEREAS, great numbers of former employes that devoted the best years of their lives to produce the steel that made America a world power in peace and war have retired to look forward to their golden years with hard earned lifetime pensions from the steel making corporation, and

WHEREAS, these retirees felt secure financially with the knowledge that their pensions were insured by a United States Government Agency, namely the PENSION BENEFIT GUARANTY CORPORATION which was created solely to protect pensioners' benefits, and

WHEREAS, the PENSION BENEFIT GUARANTY CORPORATION was created to insure pensioner benefits not only to steelworkers but to all occupations and employe pension plans that are covered by the insurance program, and

WHEREAS, the continual increase in companies declaring bankruptcy has caused the PENSION BENEFIT GUARANTY AGENCY to pay retirees benefits which eventually will deplete the funds of the agency, and

WHEREAS, the Board of Commissioners of Wilkins Township, a community that has felt the impact of the loss of a major industry in the United States and has many retirees and their families living there fully realize the effects that lost wages and now the possibility of lost pensions have on the financial stability and living conditions of our community and other communities suffering from similar conditions, and

THEREFORE, BE IT RESOLVED, that our government leaders work to amend the bankruptcy laws to give them more authority to place stricter regulations on businesses, with employe pensions plans, that declare bankruptcy, and

BE IT FURTHER RESOLVED, that copies of this Resolution be sent to PRESIDENT RONALD REAGAN and the RESPECTIVE MEMBERS OF CONGRESS urging them to enact legislation that will insure the preservation of the PENSION BENEFIT GUARANTY AGENCY to make it a realty that every worker in America covered by an insured pension plan will receive their retirement benefits for the rest of their lives regardless of how many businesses or corporations declare bankruptcy, and

BE IT FURTHER RESOLVED, that copies of this Resolution be sent to Governor Thornburg and the leaders of the State Legislature urging similar action and the support of their followers.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 13th day of October, 1986.

TOWNSHIP OF WILKINS

By _____
John J. Hanlon
Vice-President
Board of Commissioners

ATTEST:

_____
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 33-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
APPLYING FOR RECREATIONAL IMPROVEMENT
AND REHABILITATION ACT PROGRAM FUNDS
FOR LIONS AND LINHART PARKS.

WHEREAS, Act #106 of the 1984 Session of the Pennsylvania General Assembly provides funds to the Department of Community Affairs for various park, recreation, and community center project grants to municipalities; and

WHEREAS, the Township of Wilkins desires to rehabilitate Lions Park and Linhart Park.

WHEREAS, the estimated cost of the project is $70,000.00; and

WHEREAS, the $35,000.00 local share is immediately available for the purposes herein applied; and

WHEREAS, the Township of Wilkins acknowledges the responsibility to annually budget funds for maintenance/operation of the project site/facility:

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Wilkins on this 27th day of October, 1986 that it agrees to comply with the requirements of the RIRA program and the Department of Community Affairs for the purpose of obtaining grant funds to rehabilitate Lions Park and Linhart Park.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 27th day of October, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 34-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
DIRECTING THE DISTRIBUTION OF PENSION
FUND MONIES UNDER PROVISIONS OF ACT 205.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That funds received from the Commonwealth for pension purposes under provisions of Act 205 be distributed as follows:

Total amount received	$14,201.74
To be distributed to Police Pension Fund	13,333.74
To be distributed to the PA Municipal Retirement System for Non-Police Employes	868.00

SECTION II. RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 27th day of October, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 35-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
HONORING THE MEMORY OF MR. LEONARD SILVERMAN

WHEREAS, the Board of Commissioners notes with sorrow the passing of Mr. Leonard Silverman, 206 Kingston Drive.

WHEREAS, Mr. Silverman has served the Township for many years as a member and officer of the Wilkins-Churchill Ambulance Association; and

WHEREAS, Mr. Silverman's contributions to the community have been significant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners express their heartfelt sympathy to the members of Mr. Silverman's family.

May his soul rest in peace.

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of November, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dambrosky
Joseph J. Dambrosky
President,
Board of Commissioners

ATTEST:

William K Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 36-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
AUTHORIZING AN AGREEMENT REGARDING
JOINT COLLECTION OF THE EARNED INCOME TAX.

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I: That the proper officers of the Township are authorized to execute an agreement in substantially the following form:

RESOLUTION

EARNED INCOME TAX

ARTICLES OF AGREEMENT BETWEEN THE WOODLAND HILLS SCHOOL DISTRICT AND THE FOUR TOWNSHIP/BOROUGHS OF THE FORMER CHURCHILL AREA SCHOOL DISTRICT.

MADE AND ENTERED INTO this 10 TH day of NOVEMBER, 198 6, by and between THE SCHOOL BOARD OF WOODLAND HILLS SCHOOL DISTRICT, a political subdivision of the Commonwealth and County, hereinafter called "School Board,"

AND

THE BOROUGH OF CHALFANT, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Chalfant Borough";

AND

THE BOROUGH OF CHURCHILL, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Churchill Borough";

AND

THE BOROUGH OF FOREST HILLS, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Forest Hills Borough";

AND

THE TOWNSHIP OF WILKINS, a municipal subdivision of the Commonwealth of Pennsylvania situated in Allegheny County, Pennsylvania, hereinafter called "Wilkins Township."

WHEREAS, the Township and the Boroughs are coterminous with the School Board, and

WHEREAS, the Township, the Boroughs and the School Board have, by Ordinance or Resolution duly enacted, imposed taxes on salaries, wages, commissions and other compensation under the authority of the Local Tax Enabling Act No. 511 of December 31, 1965, P.L. 1257 as amended; and

WHEREAS, said taxes can be collected most efficiently by joint action,

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL BOARD, the BOROUGHS and the TOWNSHIP as follows:

FIRST: The School Board, the Boroughs and the Township agree to employ the same person or agency to collect taxes imposed under the authority of the Local Tax Enabling Act No. 511 as aforesaid.

SECOND: The compensation paid to the person or agency employed to collect taxes shall be paid by the Boroughs and the Township of the School District in the yearly-figured proportions as indicated below:

Chalfant Borough Churchill Borough Forest Hills Borough Wilkins Township	The percent is based on number of accounts for each Borough/Township divided by total number of accounts for four Boroughs/Township. This percent is then applied to one-half the total cost of operating the Earned Income Tax Office (agreed upon at annual October Meeting by votes of Boroughs/Township and School representatives).

SCHOOL BOARD - One half of the total cost voted annually by Boroughs/Township and School Representatives as indicated above.

THIRD: All costs and charges which are the obligation of the parties hereto and incurred in the administration of the office of the tax collector shall be pro-rated among the School Board, the Boroughs and the Township in the percentages calculated yearly by the School Board, the Boroughs and the Township.

FOURTH: All taxes collected by the tax collector shall be deposited in a special Earned Income Tax account and said taxes shall be disbursed at least weekly (or more) directly to the General Fund of the Woodland Hills School District, or to the Boroughs and Township, in accordance with the allocations set forth in the monthly reports of the tax collector.

FIFTH: The School Board shall pay the tax collector the full compensation due in monthly installments. The Boroughs and the Township shall reimburse the School Board for the pro-rata share of such compensation charged to the Boroughs and the Township, semi-annually, on June 1 and December 1 of each year this agreement remains in effect.

SIXTH: The compensation to be paid to the tax collector jointly employed pursuant to this agreement shall commence on January 1, 1987. From the date of this agreement until December 31, 1987 the tax collector employed pursuant to this agreement, shall receive from each of the parties hereto the compensation as provided in the respective ordinances and resolutions in effect prior to the date of this agreement.

SEVENTH: A committee composed of one person from each the School Board, the Boroughs and the Township shall meet in October of each year this agreement remains in effect, to review the provisions herein contained and the administration of the office of tax collector.

EIGHTH: This agreement shall become effective upon execution hereof by all the parties hereto and shall remain in effect until canceled by any of the parties hereto; provided that cancellation of this agreement shall not be effective until six (6) months after notice of such cancellation shall be delivered, either personally, or by registered or certified mail to the Secretary of the parties affected by such cancellation.

NINTH: The parties hereto shall employ a qualified person or agency to audit the accounts of the tax collector employed hereunder, once a year, the costs to be shared by the School District and the Boroughs/ Township.

TENTH: The person or agency jointly employed shall be known as the Earned Income Tax Collector.

ELEVENTH: All funds received by the tax collector as tax payments shall be divided among the parties as required by law, unless the taxpayer specifically designates the political subdivision to which payment shall be applied. Provided that taxes received from non-residents shall be credited to the political subdivision entitled hereto by law.

TWELFTH: The parties hereto shall, after passage of appropriate resolution or ordinance, enter into a joint agreement with the person or agency employed as tax collector, which agreement shall contain the provisions, terms and conditions as jointly agreed upon by the Board of Woodland Hills School District, the Councils of the Boroughs of Chalfant, Churchill and Forest Hills and by the Board of Commissioners of the Township of Wilkins.

IN WITNESS WHEREOF, THE SCHOOL BOARD OF THE WOODLAND HILLS SCHOOL DISTRICT, THE BOROUGH OF CHALFANT, THE BOROUGH OF CHURCHILL, THE BOROUGH OF FOREST HILLS AND THE TOWNSHIP OF WILKINS DULY executed this agreement, each by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST

_____
Secretary

Date _____

THE SCHOOL BOARD OF THE WOODLAND HILLS SCHOOL DISTRICT

By: _____
President of the School Board

ATTEST

_____
Secretary

Date _____

THE BOROUGH OF CHALFANT

By: _____
President of Council

ATTEST

_____
Secretary

Date: _____

THE BOROUGH OF CHURCHILL

By: _____
President of Council

ATTEST

_____
Secretary

Date: _____

THE BOROUGH OF FOREST HILLS

By: _____
President of Council

ATTEST

Wilmer K. Baldwin
Secretary

Date: Nov 10, 1986

THE TOWNSHIP OF WILKINS

By: Joseph J. Dombrosky
President of the Board of Commissioners

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 10th day of November, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 37-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
APPOINTING CERTAIN RESIDENTS TO VARIOUS
BOARDS AND COMMISSIONS

THE TOWNSHIP OF WILKINS resolves as follows:

SECTION I. That the following named residents are appointed to various Boards and Commissions for terms as indicated:

AGENCY/NAME/ADDRESS	# YEAR TERM	TERM TO EXPIRE
BD OF BLDG APPEALS		
David B. George 148 Penhurst Dr., Pgh 15235	FIVE	12/31/91
ECOLOGY COMMITTEE - None (indefinite term)		
PLANNING COMMISSION		
Robert R. Forman 189 Sunset Dr., Pgh 15235	FIVE	12/31/91
CIVIL SERVICE COMMISSION		
Raymond L. Herr 983 Elizabeth St., Pgh 15221	SIX	12/31/92
ZONING HEARING BOARD		
Rawley Krasik 193 Penhurst Dr., Pgh 15235	THREE	12/31/89
RECREATION BOARD		
Rita M. Kucic 105 Coal St., Wilkins PA 15145	FIVE	12/31/91
FIRE CODE HEARING BOARD		
Frank Doyle 317 Delaney Dr., Pgh 15235	THREE	12/31/89
WILKINS AREA INDUSTRIAL DEVELOPMENT AUTHORITY		
Francis Colonello 207 Wallace Avenue., East Pgh 15112	FIVE	12/31/91

RESOLVED AND ADOPTED by the Board of Commissioners of the Township of Wilkins at a duly assembled meeting held this 8th day of December 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

TOWNSHIP OF WILKINS

RESOLUTION NO. 38-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS AUTHORIZING AND DIRECTING THE RE-BALANCING OF THE 1986 GENERAL FUND BUDGET BY APPROPRIATING SURPLUS FUNDS RECEIVED AND REAPPROPRIATING UNUSED FUNDS TO DEPLETED APPROPRIATIONS.

WHEREAS, it has been the policy of the Board of Commissioners to balance the General Fund Budget; and

WHEREAS, financial records to November 30, 1986 indicate that a total of twenty four budget accounts are overdrawn to a total amount of $47,417.13.

WHEREAS, it is anticipated that this overdraft will reach approximately $80,000.00 by December 31, 1986.

NOW, THEREFORE, BE IT RESOLVED that this liability be met by the following transers to these depleted accounts:

From Revenue Accounts anticipated to exceed budgeted amounts approximately the sum of $96,875.15 said action being taken pursuant to the provisions of Section 1701 of the First Class Township Code, Act of May 29, 1949 P.L. 1955.

RESOLVED AND ADOPTED this 29th day of December 1986 at a special meeting of the Board of Commissioners, a quorum being present.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:
Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary

RESOLUTION NO. 39-86

A RESOLUTION OF THE TOWNSHIP OF WILKINS
EXPRESSING APPRECIATION TO MRS. PHYLLIS ARENT
FOR HER SERVICES TO THE TOWNSHIP.

WHEREAS, Mrs. Phyllis Arent of 224 Kingston Drive has been employed as a School Guard for the past twenty nine years; and

WHEREAS, Mrs. Arent has announced her retirement from this position effective December 31, 1986; and

WHEREAS, during these twenty nine years Mrs. Arent has performed valuable service to the community and its children.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners express its thanks and appreciation to Mrs. Arent for her many years of dedicated employment.

BE IT FURTHER RESOLVED that the Board express its best wishes to Mrs. Arent for a long and happy retirement.

RESOLVED AND ADOPTED by the Board of Commissioners at a duly assembled meeting held this 29th day of December, 1986.

TOWNSHIP OF WILKINS

By Joseph J. Dombrosky
Joseph J. Dombrosky
President,
Board of Commissioners

ATTEST:

Wilmer K. Baldwin
Wilmer K. Baldwin, Secretary