

CITY OF SHARON, PENNSYLVANIA

BILL NO. 01-09

ORDINANCE NO. 01-09

Introduced by, Mr. Donato - January 5, 2009

Passed finally,

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SHARON, COUNTY OF MERCER, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF 1000 SQUARE FEET OF THE MUNICIPAL BUILDING TO THE CITY OF SHARON SANITARY AUTHORITY FOR OFFICE PURPOSES FOR AND IN CONSIDERATION OF \$12,000.00 FOR A TERM OF ONE YEAR; AUTHORIZING THE SALE OF CERTAIN VEHICLES AND EQUIPMENT TO THE SHARON SANITARY AUTHORITY; AUTHORIZING A CONTRACT FOR ADMINISTRATIVE SERVICES; AND APPOINTING AN AGENT FOR PA ONE CALL SERVICES; ALL EFFECTIVE JANUARY, 2009.

BE IT ORDAINED AND ENACTED by the Council of the City of Sharon and it is hereby ordained and enacted by the authority of the same as follows:

SECTION 1. LEASE: The City Council authorizes and directs the proper City officials to prepare, execute, and deliver a Lease Agreement to the City of Sharon Sanitary Authority for 1,000 square feet of the Municipal Building Second Floor for and in consideration of \$12,000 dollars for a term of one year.

SECTION 2. AGREEMENT: The proper City officials are authorized to enter into the attached agreement with the City of Sharon Sanitary Authority which provides for the sale of certain vehicles and equipment; the rendering of certain administrative services; the administration of the downspout program; the maintenance of the City's storm water system; the appointment of an agent for Pa One Call Services; and the reconciliation of various employee costs incurred by the City.

SECTION 3. SEVERABILITY. The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be held unconstitutional, void or otherwise unenforceable, such shall not affect the validity of any of the remaining provisions of said Ordinance.

SECTION 4. REPEALER. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 5. EFFECTIVE DATE. This Ordinance shall become effective immediately

ORDAINED AND ENACTED finally into law by the Council of the City of Sharon, this

15th day of January, 2009.

\_\_\_\_\_  
PRESIDENT OF COUNCIL

ATTEST:

\_\_\_\_\_  
CITY CLERK

**AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of December, 2008, by and between :

**CITY OF SHARON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter "**City**"

AND

**CITY OF SHARON SANITARY AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter "**Authority**"

**Whereas**, the Authority owns and will operate a Waste Water Treatment Plant and collection system (hereinafter "WWTP") in the City of Sharon; and

**Whereas**, the City currently operates and maintains both the WWTP and the sewage collection system in the City of Sharon on behalf of the Authority but effective January 1, 2009 the Authority will be operating both the WWTP and collection system; and

**Whereas**, the parties are desirous of entering into a cooperation agreement;

**NOW THEREFORE**, in consideration of the mutual premises promises and covenants hereinbefore and hereinafter set forth, the Parties agree as follows:

1) The City demises and lets to the Authority, and the Authority hires and takes as tenant of the City for the period commencing January 1, 2009 and ending January 1, 2010, the premises known as the Sharon Wage Tax Office, including the safe area and one additional office, being approximately 1000 square feet on the second floor of the Sharon Municipal Building, Sharon, Mercer County, Pennsylvania, together with all the desks, telephones, and equipment therein along with such common areas as to permit ingress and egress, for and in consideration of the payment by the Authority of \$12,000, payable in equal monthly installments of \$1,000, due on

the first day of each month. This monthly rental includes all public utility and internet costs associated with the space demised (except long distance charges).

2) The City agrees to sell to the Authority all of the material, vehicles, and equipment, as set forth on Exhibit "B" for \$60,000, payable in monthly installments of \$5,000, due on or before the last day of each month. Title shall be transferred to the Authority during January 2009, and the Authority shall thereafter be responsible for all insurance and repair costs.

3) The City agrees to provide to the Authority, for and in consideration of \$68,000, the administrative support services as set forth on Exhibit "A" along with all the fuel, oil, and fluids necessary to operate the vehicles sold to the Authority during 2009, along with providing adequate garaging facilities. The consideration shall be paid on or before the last day of each month for services provided during that month in installments of \$5,666.66.

4) Effective January 1, 2009, the Authority will be responsible for the administration of the downspout inspection program within the corporate limits of the City of Sharon and shall be entitled to retain all revenues generated from that program and set all fees associated therewith.

5) Effective January 1, 2009, the Authority will provide, at no cost to the City, all labor necessary for the operation of the City's storm water system. The City will be responsible for all material and/or capital costs incurred in the maintenance of the storm water system. The Authority shall not be responsible to provide labor that it reasonably believes is beyond the technical competence of its employees.

6) Effective January 1, 2009, the Authority will, subject to its prior operational needs, make its employees available to help the City deal with snow emergencies at the Authority's actual hourly costs

7) Effective January 1, 2009, the City designates the Authority as its agent for responding to PA One Call requests.

8) The Authority has had nearly exclusive use of certain City employees operating and

maintaining the Authority's sewer treatment and collection systems since September 1, 2007. During that period of time those employees may have accumulated vacation time and sick time that remain unused as of December 31, 2008. The City will be responsible in certain instances to make lump sum payouts to those employees and the Authority agrees to reimburse the City for those payouts to the extent that the amounts paid represent sick days or vacation days earned and unused between September 1, 2007 and December 31, 2008. Sick time or vacation time taken between September 1, 2007 and December 31, 2008 shall be deducted from sick time or vacation time earned during that same period of time.

8) This agreement, and any incorporations herein, constitutes the entire agreement between the City and the Authority with respect to the subject matter contained herein, and supersedes all prior oral and/or written agreements, understandings, and communications between the parties with respect to the subject matter hereof. This agreement shall not be in any way modified, abridged or amended except in writing signed by the parties to be bound thereby.

9) The City, in further consideration of the execution of this agreement by the Authority agrees to indemnify and save harmless the Authority from and against all loss or expense by reason of any liability imposed by law upon the Authority for damages arising out of or in consequence of the performance or non-performance of this agreement by the City.

The Authority, in further consideration of the execution of this agreement by the City agrees to indemnify and save harmless the City from and against all loss or expense by reason of any liability imposed by law upon the City for damages arising out of or in consequence of the performance or non-performance of this agreement by the Authority

10) The parties hereto hereby covenant not to discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his or her age, or sex, except where based on a bona fide occupational qualification, or because of his race, color, religion, handicap, familial status, or national origin, and to require a similar covenant on the part of any subcontractor employed in the performance of this agreement.

11) This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and all duties, obligations and liabilities of the City and of the Authority with respect to same shall be deemed to have occurred in Mercer County, Pennsylvania.

12) All notices which may be proper or necessary to be served hereunder shall be in writing and shall be served by certified mail, postage prepaid, with return receipts requested. All notices addressed to the City shall be sent to the Finance Director, City of Sharon, 155 West Connelly Boulevard, Sharon, Pennsylvania 16146. All notices addressed to the Authority shall be sent to \_\_\_\_\_ Sharon, Pennsylvania 16146

13) If any section, subsection, sentence, clause or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

INTENDING TO BE LEGALLY BOUND, the parties have hereunto caused to be set their hands and seals the date first set forth above.

**CITY OF SHARON**

By \_\_\_\_\_

**CITY OF SHARON SANITARY  
AUTHORITY**

By \_\_\_\_\_

November 24, 2008

**City of Sharon's 2009 contract proposal for the Sharon Sanitary Authority**

Administer all Human Resource issues for employees

1. Keeping secure personnel files
2. Communicating benefits issues to employees and to insurance carriers
3. Track all commendations and disciplinary actions
4. Track salary changes and employment histories
5. Complete governmental filings and surveys for employees
6. Complete miscellaneous reports for employees such as for loan applications, domestic relations, government assistance, unemployment office, etc.
7. Communicate with Board Members and Managers and document any personnel issues to be made part of the personnel files.

Perform all Payroll functions

1. Running bi-weekly payroll
2. Reporting and submitting all payroll taxes, both employer and employee
3. Providing reports and backup for all payroll tax audits
4. Maintaining files for all voluntary deductions, and preparing and submitting payments for deductions
5. Preparing year end reports and governmental filings
6. Prepare W-2's

Other Human Resource/Payroll functions

1. Administer Worker's Compensation - Report accidents, submit medical bills, coordinate with insurance carrier on investigative issues, act as liason between employee and insurance carrier, provide statements of wages to carrier
2. Provide records for and assist with all audits - Worker's Comp audit, Auditor General's audit, Attorney General's audit, as well as the professional audit.
3. Prepare quarterly billing of all expenses related to operations of the treatment

Accounting functions

1. Reconcile all bank accounts monthly
  - a. Payroll
  - b. Penn-Vest C/I
  - c. General Checking

*E. A. 1/2/08*

- d. Investment
- e. Grants
2. Perform all General Ledger Postings
3. Track all PennVest payments
4. Issue Purchase Orders numbers to WWTP and WWC
5. Review and approve all invoices before account payable clerk prints checks
6. Review and check ledger account before posting payables
7. Review correctness all posted receivables
  - a. Delinquent sewer payments
  - b. Outside user fees
  - c. Industrial permits
  - d. Others
8. Perform all month-end reporting
9. Perform year-end closing of all accounts in the accounting system
10. Assist in all audits
  - a. Answer audit questions
  - b. Pull files
11. Complete yearly 1099's
12. Meet with Gary Rose prior to Authority meetings
13. Perform quarterly billing reports to the Upper Shenango Valley Authority

Lease of 1000 sq. ft. of office space includes

1. All Utilities
2. Phones
3. High-speed internet
4. Walk-in safe
5. Use of all office equipment
6. Office supplies
7. 24 hour security protection

*Ex A 2/2*



**WWC Equipment Inventory**

<b>North Water Pump Station</b>	
<b>Quantity</b>	<b>Description</b>
10	2 gal. plastic bottles
6	portable samplers w/24 hour composite bottles
1	24 hour composite bottles
4	AC adapter/battery charger for portable samplers
12	battery for portable sampler (1 bad battery)
1	chest size cooler
1	small size cooler
1	HURCO smoker
1	smoker - manufacturer unknown
1	level transit and tripod
4	flow weirs - 8", 10", 12", 15" w/adaptor
1	manhole hoist assembly
12	Flo Tote flow meters - 1 installed at Quaker State Siphon Chamber
1	Aqua Tech root cutter
<b>Quaker State Siphon Chamber Shed</b>	
12	safety cones
1	Aries cable reel
2	road work signs
1	Benzomatic torch
1	manual cable reel
1	Q-stick band installer
2	Stop/Slow traffic sign
1	Global Water FLOW Probe
1 pr.	hip waders - size 12
1 pr.	knee boots - size 12 and 13
1	sampler probe
25	Rap-O manhole cushion
2	Q-band - new
1	Aries TV/case
1	Flo Tote II NIB
1	Ram fan
<b>City of Sharon Garage</b>	
1	1995 3/4 T Ford van
1	sewer camera
1	cable reel for camera
1	TV monitor
1	metal detector
1	Honda portable generator
1	Honda trash pump
1	1995 Aqua Tech Vactor
1	traileed generator
<b>Misc.</b>	
1	Acer laptop computer

*EX B 1 of 2*

1	Compaq desk top computer w/monitor
1	HP printer - 2210 all-in-one
1	HP Photosmart Digital Camera - R507
1	Billing clerk computer
1	2001 Pickup
1	miscellaneous tools at treatment plant
1	Power snake
2	portable air compressors
1	AutoCAD Release 13 software

Ex B 2/2