

**BOROUGH OF HEIDELBERG & CHARTIERS VALLEY SCHOOL DISTRICT  
(BOROUGH OF HEIDELBERG AREA)  
DEPUTIZATION OF DEPUTY TAX COLLECTOR  
PURSUANT TO 72 P.S. §5511.22**

**WHEREAS**, John R. Mahalchak, Jr. was appointed Interim Tax Collector (hereinafter "Tax Collector") for the Borough of Heidelberg and Chartiers Valley School District (Borough of Heidelberg area) (hereinafter collectively "Taxing District"), to fill a vacancy in such office; and

**WHEREAS**, the Tax Collector has decided to appoint a Deputy Tax Collector to assist the Tax Collector in the collection of Real Estate Taxes for the Taxing District (hereinafter "Taxes"); and

**WHEREAS**, the Act of May 25, 1945, P.L. 1050, §22, as amended, 72 P.S. §5511.22, provides that a "tax collector may, with the approval of the taxing district and his surety, deputize in writing one or more deputy tax collectors, who, when so deputized, shall be authorized to receive and collect any or all of the taxes in like manner and with like authority as the tax collector appointing them. Any tax collector, appointing any deputy collector, shall be responsible for an account to the taxing district for all taxes received or collected by his deputy; and

**WHEREAS**, Tax Collector desires to appoint Jordan Tax Service, Inc., a Pennsylvania corporation, with its corporate offices located at 102 Rahway Road, McMurray, PA 15317, as Deputy Tax Collector in accordance with 72 P.S. §5511.22; and

**WHEREAS**, the Taxing Districts are bodies corporate and politic organized and existing pursuant to the laws of the Commonwealth of Pennsylvania and (i) by action of the School Board of Directors on \_\_\_\_\_, 2021 and (ii) by action of the Borough Council on \_\_\_\_\_, 2021, approved the Deputization of Jordan Tax Service, Inc. pursuant to the terms of this Agreement; and

**WHEREAS**, the Tax Collector surety is aware of and agrees to said deputization.

**AND NOW**, this \_\_\_ day of \_\_\_\_\_, 2020, intending to be legally bound hereby, John R. Mahalchak, Jr. Tax Collector for Borough of Heidelberg and Chartiers Valley School District (Borough of Heidelberg area), and Jordan Tax Service, Inc. hereby agree as follows:

1. All of the aforementioned "Whereas" clauses are incorporated herein by reference, the same as if set forth fully herein at length.

2. With the approval of the Taxing District and the Tax Collector's Surety, the Tax Collector appoints Jordan Tax Service, Inc. (hereinafter "Deputy Tax Collector") as Deputy Tax Collector for the balance of his or her elected term which expires on December 31, 2021. The Tax Collector also authorizes the Deputy Tax Collector to perform all duties and functions of Tax Collector, the same as if the Tax Collector were performing said duties and functions.

3. Jordan Tax Service, Inc. accepts said appointment as Deputy Tax Collector subject to the terms and conditions set forth herein.

4. The annual compensation for the Deputy Tax Collector shall be \$3.50 per tax bill for the Borough of Heidelberg Taxes and \$3.50 per tax bill for Chartiers Valley School District Taxes (Borough of Heidelberg area) paid annually within thirty (30) days of the date of invoice paid directly by the Taxing District to the Deputy Tax Collector. Each annual period shall end on December 31 during the Tax Collector's term of office. The Deputy Tax Collector may also charge \$10 per year certified for tax certifications. The Deputy Tax Collector shall furnish all forms, envelopes, and postage necessary in the performance of its obligations during the term of this appointment. The Deputy Tax Collector shall not be responsible for payment of any charge for use of a tax collection office in the Borough of Heidelberg Municipal Building or elsewhere **in** the Taxing District.

5. The Tax Collector shall maintain an adequate bond as provided by law at the expense of the Taxing District, which bond shall include any additional coverage, riders and/or endorsements which may be necessary as a result of the appointment of the Deputy Tax Collector.

6. Deputy Tax Collector shall maintain adequate errors and omissions insurance in amounts acceptable to Taxing District and shall name Taxing District as loss payee on the policy.

7. The Tax Collector shall provide all records, including its duplicate, ledgers, reports, payment records, and all other relevant information, data and documents relating to collections on any duplicate now in the Tax Collector's possession. The Tax Collector hereby directs that all future duplicates during his or her term be provided to the Deputy Tax Collector.

8. The term of this appointment shall expire at the expiration of the Tax Collector's term, December 31, 2021.

9. All written notices pursuant to this Agreement shall be sent as follows:

- (i) If to Tax Collector: John R. Mahalchak, Jr., Tax Collector  
478 Madison Avenue  
Heidelberg, PA 15106
- (ii) If to Deputy Tax Collector: Jordan Tax Service, Inc.  
William R. Linnert, President  
102 Rahway Road  
McMurray, PA 15317
- (iii) If to Borough: Borough of Heidelberg  
Janice Adamski, Manager  
1631 E. Railroad Street  
Heidelberg, PA 15106

(iv) If to School District:                      Chartiers Valley School District  
   Patricia W. Connolly  
   Director of Finance and Operations  
   2030 Swallow Hill Road  
   Pittsburgh, PA 15220

10. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

11. This Agreement shall be amended only upon mutual written consent of the Tax Collector, Deputy Tax Collector and the Taxing District.

12. To the extent that the Tax Collector does not survive the completion of his or her elected term, then the Tax Collector hereby authorizes the Deputy Tax Collector to serve as Deputy Tax Collector until such time as the Tax Collector, by and through his or her personal representative, or otherwise, is exonerated from liability under the duplicate then subject to collection by the Deputy Tax Collector. Any vacancy in the office of Tax Collector shall be filled in accordance with applicable Pennsylvania law.

13. It is intended by the parties hereto that this Agreement shall not become effective until such time as it is approved by the Taxing District and Tax Collector's Surety.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement on the date first written above.

ATTEST

**DEPUTY TAX COLLECTOR  
JORDAN TAX SERVICE, INC.**

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS

**TAX COLLECTOR for BOROUGH OF  
HEIDELBERG and CHARTIERS  
VALLEY SCHOOL DISTRICT  
(Borough of Heidelberg Area)**

\_\_\_\_\_

By: \_\_\_\_\_

WITNESS