

RESOLUTION NO. 92-125

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF HOPEWELL AUTHORIZING THE EXECUTION, BY THE PROPER OFFICERS, OF ALL DOCUMENTS NECESSARY TO ENTER INTO AGREEMENT WITH THE MUNICIPAL WATER AUTHORITY OF ALIQUIPPA TO FURNISH SANITARY SEWERS TO THE WOODLAWN PARK AREA OF HOPEWELL AND TO RUN A CONNECTING 12" LINE THROUGH GREEN STREET TO A POINT OF CONNECTION WITH A LINE OF THE MUNICIPAL WATER AUTHORITY OF ALIQUIPPA.

WHEREAS, an Agreement has been executed between the Township of Hopewell and the Municipal Water Authority of Aliquippa the purpose of which is to furnish sanitary sewers to Woodlawn Park area of Hopewell.

WHEREAS, various documents in connection therewith must be executed.

NOW, THEREFORE, be it so acted and resolved and it is hereby enacted and resolved that:


The proper officers of the Board of Commissioners of Hopewell Township are hereby authorized on behalf of the Township any and all documents necessary to provide sanitary sewer to the Woodlawn Park area of Hopewell.

Duly enacted and resolved this 13 day of OCTOBER, 1992.

ATTEST;

BOARD OF COMMISSIONERS OF TOWNSHIP OF HOPEWELL


Secretary


Vice President

AGREEMENT

This Agreement made this 21st day of October 1992, by and between the TOWNSHIP OF HOPEWELL, a first class Township and municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania and having its domicile in Beaver County, Pennsylvania, (hereinafter called "Hopewell", party of the first part

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MUNICIPAL WATER AUTHORITY OF ALIQUIPPA, a municipal corporation organized and existing under the Laws of the Commonwealth of Pennsylvania, and having its domicile in Beaver County, Pennsylvania, hereinafter called the "Authority", party of the second part.

WITNESSETH THAT:

WHEREAS, HOPEWELL desires to install sanitary sewer and provide municipal sewer services for the residents of the Woodlawn Park area of Hopewell Township; and

WHEREAS, HOPEWELL has performed and completed all the requisite engineering studies, surveys, and drawings, of the Woodlawn Park area, and as a result thereof has designed a comprehensive sanitary sewer system to service said area under a project which will be hereinafter referred to as the Woodlawn Park Sanitary System Project; and just "Woodlawn Park" for purposes of the Agreement; and

WHEREAS, due to the distance the sewer effluent would have to travel from this part of Hopewell to its Raccoon sewage treatment plant, the topography which would have to be transverse and the prohibitive economic numbers needed to finance such a project if the Hopewell plant were to receive such effluent and a dwindling scarcity of public state and federal funds needed to fund such a public project, Hopewell needs the cooperation and permission of the Authority to use its treatment plant located on Hopewell Avenue, (which is much more in proximity to Woodlawn Park than that of Hopewell) to accept the discharge of the sewer effluent which will be generated by Woodlawn Park Systems Project; and

WHEREAS, the Authority is willing to accept such sewer effluent from Woodlawn provided the present ban imposed on it by Pennsylvania Department Environmental Resources not to accept any new sewer effluent is lifted, and the Authority is given permission to receive such effluent [and also provided it shall collect the municipal sewer charges which will be imposed upon the users of the "Woodlawn Park" project; and]

WHEREAS, HOPEWELL, as part of its design plan is willing [willing to permit the Authority to collect such municipal charges] to lay and install a new twelve (12) inch sewer line together with requisite manholes, hardware appliances and the like, which are an integral part of the laying of such line, replacing the existing eight (8) inch line within the right-of-way on Green Street which line would connect the users of the "Woodlawn Park" to some point of connection into the Authority's system located nearest to the Green Street line in the City of Aliquippa, provided, the Authority agrees to pay one-half (1/2) of the actual project costs incurred in the installation of said twelve (12) inch line, aforesaid, which estimated cost at the time of the preparation of this Agreement amounted to \$212,075.00, as shown on the Exhibit attached marked "A"; and which costs, HOPEWELL will obtain as part of a larger loan through "PennVest" and/or other public financing.

WHEREAS, for further purposes of clarification of what each party will be expected and obligated to pay, HOPEWELL will finance the costs of installing said line on Green Street by including such costs as part of a larger loan to be applied towards the cost of constructing the sewers in Woodlawn Park, which loan will call for monthly and/or periodical payments of principal and interest over a repayment period. The parties will each be obligated to pay one-half (1/2) of that portion of the payments (including principal and interest) to be paid toward the loan or any refinance thereof, with the aforesaid portion being determined by taking the percentage of what the money borrowed by Hopewell to finance the Green Street sewer line to the total loan made. For purposes of this Agreement, the following example in Exhibit "B" attached, is illustrative of what the parties intend under the Agreement.

WHEREAS, the Authority is willing to pay such proportionate one-half (1/2) share based on the formula as outlined and set forth above by HOPEWELL, and

WHEREAS, it is the desire of both parties to reduce their Agreement to writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and intending to be legally bound, the parties hereto agree to the following terms and conditions as follows:

1) It is agreed that all the recitals as set forth above shall and will become part of the herein agreement and are incorporated by reference.

2) HOPEWELL shall install sanitary sewers for the Woodlawn Park area of Hopewell and provide municipal sewer service to residents in such section.

3) HOPEWELL shall designate such installment as the Woodlawn Park Sanitary Sewer System Project.

4) HOPEWELL will construct, install and lay a twelve (12) inch sewer line together with all the necessary manholes, paraphernalia, appliances and equipment relating to the replacement of the existing eight (8) inch sewer line within the present right-of-way along Green Street, which line will eventually connect the Woodlawn Project to some point of connection in the Authority's system located nearest to the Green Street line.

5) The Authority will connect the Green Street twelve (12) inch line to its nearest point of connection in its system.

6) The Authority's Engineer will at all times during the course of construction and installation of the Green Street sewer line by Hopewell make periodical inspection on behalf of the Authority to determine if such installation is being done in accordance with the Authority's specifications and will, after each inspection, furnish HOPEWELL with a status report.

7) If in the course of any inspection, Widmer Engineering encountered any problem or defect, he shall promptly notify HOPEWELL in writing of the nature of such problem or defect and what needs corrected so such problem or defect can be addressed and corrected by Hopewell's Contractor. In the event Widmer Engineering fails or neglects to notify HOPEWELL of any problem or defect within ten (10) days after he finds the same the Authority shall bear the responsibility of any expense of correction.

8) The Authority agrees to accept all the sewer effluent generated by the users of the Woodlawn Park Sanitary Sewer System into their system and sewer treatment plant provided the Pennsylvania Department of Environmental Resources agrees to lift its ban on the Authority in accepting any new sewer effluence into its sewer plant for treatment.

9) HOPEWELL agrees to finance the construction and installation of a twelve (12) inch line by including the amount needed for actual construction and project cost as part a larger loan which it intends to finance through PennVest and/or other sources.

10) HOPEWELL shall furnish the Authority with the actual and final cost and figures of the construction and installation of the Green Street twelve (12) inch sewer lines, and the percentage of what such costs bears to the total amount of the loan(s) and furnish all data relating to confirm the same.

11) Each of the parties agree to pay one-half (1/2) of the payment of principal and interest for the term of the loan repayment schedule based on the repayment schedule secured on the project financing, as soon as HOPEWELL furnishes the applicable figure based on the proportionate percentage of the payment which the Green Street project bears to the total payment.

12) To better secure their Agreement, the Authority agrees to assign in advance all future tap-in fees and (municipal sewer charges imposed on the users of the Woodlawn Park Sanitary Sewer System), which assignment will not become effective unless the Authority fails or neglects to make its one-half (1/2) share of the scheduled payments to HOPEWELL for two (2) consecutive months after Hopewell notifies the authority of the amount owed. At that point in time, Hopewell, after giving the Authority fifteen (15) days written notice of its failure to make such payments, may execute on any such municipal sewer fees or tap-in fees in its hands belonging to the Authority, for the share owing it by the Authority, and remit the difference.

13) It is agreed Hopewell shall be the collecting agent under this Agreement and shall collect all (sewer rental fees) and tap-in fees imposed on the users or consumers in the Woodlawn Park Sanitary Sewer System.

14) This Agreement is based on the approval of the Sewer Facilities Plan of Hopewell Township from the proper boards of the Commonwealth of Pennsylvania, Department of Environmental Resources, and Bureau of Water Quality Management and any other similar boards.

15) This Agreement is conditioned on Hopewell obtaining financing through a loan from PennVest and any other supplemental financing required for this project.

16) This Agreement is entered into on the part of Hopewell Township by virtue of a resolution duly passed by the Board of Commissioners on the 13 day of OCTOBER 1992, and entered in the minutes, and on the part of the Municipal Water Authority of Aliquippa by virtue of a resolution duly passed by its Authority Board on the 28 day of SEPTEMBER 1992, and entered in the minutes. (See copies of Resolutions attached hereto and made part hereof.)