

ORDINANCE NO. 573

AN ORDINANCE ASSESSING THE COST OF THE RIDGE/WILSON AVENUE IMPROVEMENT PROJECT AGAINST ABUTTING PROPERTY OWNERS OF THE IMPROVEMENTS, ESTABLISHING A FORMULA TO CALCULATE THE AMOUNT OF ASSESSMENT, AND PROVIDING FOR PAYMENT OF THE ASSESSMENT BY INSTALLMENT.

WHEREAS, improvements were made on Ridge Avenue from Route 116 to the Township line and on Wilson Avenue from Ridge Avenue to the Township line, including the construction, relocation, widening, improving and maintenance of said roadways and related improvements, including but not limited to, concrete curbing, stormwater collection and conveyance, water, sewer and sidewalks; and

WHEREAS, Penn Township incurred costs in the amount of \$3,513,683.00 in making said improvements for land acquisition; engineering, design; inspection; legal; assessable construction; and non-assessable construction; and

WHEREAS, the Pennsylvania Department of Transportation reimbursed Penn Township in the amount of \$1,404,371.00 for making said improvements; and

WHEREAS, Penn Township is responsible for said improvements in the amount of \$2,109,312.00; and

WHEREAS, the assessable construction cost is \$2,216,792.00.

WHEREAS, Penn Township will assess the abutting property owners of said improvements by dividing the property owner's total front footage in linear feet for the road or drainage area where said improvements were made by the total linear feet of the road or drainage area, multiplied by the total construction assessment for the road or drainage area.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of Penn Township, York County, Pennsylvania as follows:

SECTION 1.

The Penn Township Board of Commissioners assesses the abutting property owners of said improvements with the assessable construction costs in the amount of \$2,216,792.00 for the Ridge/Wilson Avenue Improvement Project.

SECTION 2.

The locations of the drainage areas for Wilson and Ridge Avenues are depicted in the engineer's plans. The plans are incorporated by reference and attached as Exhibit A.

SECTION 3.

Penn Township hereby declares the total assessment amount for the following:

- A. Roadway construction for Wilson Avenue is \$1,212,341.93.
- B. Drainage area #1 for Wilson Avenue is \$80,505.44.
- C. Drainage area #2 for Wilson Avenue is \$58,063.20.
- D. Drainage area #3 for Wilson Avenue is \$15,258.26.
- E. Drainage area #4 for Wilson Avenue is \$27,636.63.
- F. Drainage area #5 for Wilson Avenue is \$8,251.04.
- G. Drainage area #6 for Wilson Avenue is \$65,409.22.
- H. Drainage area #7 for Wilson Avenue is \$3,615.83.
- I. Roadway construction for Ridge Avenue is \$605,743.29.
- J. Drainage area #8 for Ridge Avenue is \$3,722.75.
- K. Drainage area #9 for Ridge Avenue is \$31,747.03.
- L. Drainage area #10 for Ridge Avenue is \$103,498.21.

SECTION 4.

Penn Township hereby declares the following to be the total linear footage for the following:

- A. Roadway construction for Wilson Avenue is 13,576 feet.
- B. Drainage area #1 for Wilson Avenue is 4,565 feet.
- C. Drainage area #2 for Wilson Avenue is 2,598 feet.

- D. Drainage area #3 for Wilson Avenue is 1,245 feet.
- E. Drainage area #4 for Wilson Avenue is 1,418 feet.
- F. Drainage area #5 for Wilson Avenue is 1,058 feet.
- G. Drainage area #6 for Wilson Avenue is 2,632 feet.
- H. Drainage area #7 for Wilson Avenue is 60 feet.
- I. Roadway construction for Ridge Avenue is 6,657 feet.
- J. Drainage area #8 for Ridge Avenue is 517 feet.
- K. Drainage area #9 for Ridge Avenue is 1,805 feet.
- L. Drainage area #10 for Ridge Avenue is 4,335 feet.

SECTION 5.

The assessment for each abutting property owner shall be determined by dividing the property owner's total front footage in linear feet for the road or drainage area where said improvements were made by the total linear feet of the road or drainage area, multiplied by the total construction assessment for the road or drainage area.

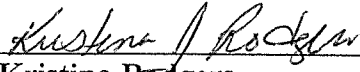
SECTION 6.

Pursuant to its authority under Act of June 24, 1931, P.L. 1206, Art. XXV, Section 2501, as amended, 53 P.S. §57501, the abutting property owners may pay the assessments in installments according to the terms and conditions of the Installment Payment Agreement set forth in Exhibit B.

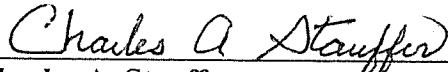
ENACATED AND ORDAINED this 15 day of October 2001.

ATTEST:

**BOARD OF COMMISSIONERS OF
PENN TOWNSHIP**



Kristina Rodgers
Secretary

By: 

Charles A. Stauffer
President

Exhibit B

INSTALLMENT PAYMENT AGREEMENT

Name: _____ (hereinafter Property Owner)

Address: _____

Telephone number: _____

Property Owner's total assessment: \$ _____

Monthly installment amount: \$ _____

First payment date: _____

THIS AGREEMENT made this _____ day of _____, 2001, by and between Penn Township and Property Owner intending to be legally bound hereby, mutually agree as follows:

1. Property Owner shall pay the balance of the assessment plus interest at the rate of six percent (6%) per annum, to be paid in monthly installments in the amount set forth above. The first such installment shall be made on the date set forth above, and subsequent payments shall be made on the first day of each and every month thereafter until the assessment is paid in full.

2. Property Owner may prepay, in whole or in part, without penalty, the principal balance with interest then due under this Agreement.

3. No extension, change, modification or amendment to or of this Agreement of any kind shall or will be made or claimed by the Township or Property Owner, and no notice of any extension, change, modification or amendment made or claimed by the parties hereto shall have any force or effect whatsoever, except that the same shall be signed in writing on the Agreement or attached hereto and be endorsed by the parties hereto.

4. Time is of the essence regarding the performance of any duty, obligation or condition of this Agreement.

5. Failure of the Township or Property Owner to insist in any one or more instances upon strict performance of any of the obligations of this Agreement, or to exercise any option provided under the terms of this Agreement, shall not be construed as a waiver or relinquishment for the future, and all rights and obligations of the parties shall continue and remain in full force and effect. The receipt by the Township of payment, or the receipt of partial payment or any other amount due under the terms of this Agreement, with knowledge of the breach of any right or obligation under this Agreement shall not be deemed a waiver of such breach. No waiver shall be deemed to have been made by either the Township or Property Owner unless such waiver is made expressly in writing and signed by the party to be bound by the waiver.

6. This Agreement represents the entire agreement between the parties hereto, and shall extend to and be binding upon their heirs, executors, administrators and assigns. The interpretation and performance of this Agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have signed this Agreement the day and year first above written.

ATTEST:

**BOARD OF COMMISSIONERS OF
PENN TOWNSHIP**

Kristina Rodgers
Secretary

By:

Charles A. Stauffer
President

ATTEST:

PROPERTY OWNER:

Name: _____

By:

Name: _____

Office: _____

Office: _____