

JACKSON TOWNSHIP
CAMBRIA COUNTY
PENNSYLVANIA

ORDINANCE NO. 5

APPROVING CONTRACT WITH JACKSON TOWNSHIP
WATER AUTHORITY FOR INSTALLATION OF FIRE
HYDRANTS AND WATER SUPPLY FOR FIRE PROTECTION

Be it ordained and enacted by the Supervisors of the Township of Jackson, Cambria County, Pennsylvania, and it is hereby ordained and enacted by authority of the same:

SECTION 1. That the following contract with Jackson Township Water Authority be and the same hereby is approved:

AGREEMENT

This Agreement, dated the 26th day of September, 1958, by and between JACKSON TOWNSHIP WATER AUTHORITY (hereinafter called the "Authority"), a municipality authority organized and existing under and by virtue of the Pennsylvania Municipality Authorities Act approved May 2, 1945, P. L. 382, as amended,

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the TOWNSHIP OF JACKSON (hereinafter called the "Township"), a township of the second class of the Commonwealth of Pennsylvania;

WITNESSETH:

WHEREAS, the Authority has let contracts for the installation of a water distribution system in the Township of Jackson;

WHEREAS, the surface property owners of a majority of the lineal feet frontage along the various highways, streets, roads and alleys where the water lines are to be installed have petitioned the Township to provide for and furnish fire protection to them; and

WHEREAS, the Township has requested the Authority to install fire hydrants and furnish water necessary to provide fire protection to the residents along the various highways, roads, streets and alleys in the Township and at the locations shown on the "Plan for Jackson Township Water Authority Water Distribution System" as prepared by L. Robert Kimball, Consulting Engineer.

NOW, THEREFORE, the parties hereto, each intending to be legally bound hereby and in consideration of the foregoing and of the conditions and covenants herein contained do agree as follows:

1. The Authority agrees to furnish and install forty (40) fire hydrants in the Township and at the locations indicated on the "Plan

for Jackson Township Water Authority Water Distribution System" as prepared by L. Robert Kimball, Consulting Engineer.

2. The Authority hereby grants to the Township the right to the use of the forty (40) fire hydrants and to the water flowing therefrom, but only for the purpose of fire protection.

3. The Township agrees to pay quarter-annually for the use of the fire protection system consisting of the forty (40) hydrants mentioned above the sum of Twenty-Five (\$25.00) Dollars per hydrant during the term of this agreement; provided, however, that the first payment hereunder shall be due and payable on September 1, 1959, for all rentals accrued to said date and thereafter quarter-annual installments shall be due and payable on the 1st day of December, March, June and September of each year during the term of this agreement.

4. The Authority will maintain the fire hydrants in good order and repair at all times and will exercise due care and diligence to maintain a pressure of water in the hydrants at all times sufficient for fire protection purposes. The Authority does not guarantee that interruptions in such pressure will not occur or that because of emergencies due to unforeseen and unanticipated breaks or leaks in transmission mains or required repairs to its facilities, or strikes, acts of God or other conditions beyond its control, including unprecedented draught, that there may not be limited periods during which sufficient water for fire protection will not be available.

5. The Authority agrees that, at any time, upon the request of the Township, provided the Township is not in default hereunder, the Authority will install additional hydrants within its service area in the Township at places specified by its consulting engineer, subject to the approval of the location by the Board of Supervisors of the Township, the cost of such additional fire hydrants, as determined by the consulting engineer of the Authority, to be repaid to the Authority by the Township in equal quarter-annual installments over the remaining period of this Agreement together with an additional annual rental therefor in the amount of One Hundred (\$100.00) Dollars a year for each additional hydrant installed.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and assigns.

7. This Agreement shall remain in full force and effect for a period of forty (40) years from the date hereof. If the Bonds of the Authority issued or to be issued which are secured by the pledge of revenues from the water supply system of the Authority shall have been paid, or provisions for such payment duly made, prior to the termination of this Agreement, then the rentals to be paid hereunder shall be reduced to a proportionate part of the operating expenses of the Authority.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective Corporate Seals as of the day and year first above written.

SECTION 2. That the Chairman of the Board of Supervisors be and he hereby is authorized to execute said contract and the Secretary be and he here-

by is authorized to affix the seal of the Township to said contract and attest the same, and when executed, deliver said contract as the legal and binding obligation of the Township.

ORDAINED AND ENACTED this 8th day of October, 1958.

TOWNSHIP OF JACKSON

By Harry A. Ledy
Chairman

Warren Smith
Supervisor

John Skumera
Supervisor