

RECORDED OFFICE OF THE
RECORDS OF DEEDS
CUMBERLAND COUNTY
PENNSYLVANIA

APR 16 12 55 PM '79

AGREEMENT

THIS AGREEMENT, entered into this 13th day of December, 1978, by and between the TOWNSHIP OF UPPER ALLEN, Cumberland County, Pennsylvania, hereinafter referred to as "Township," and the ALLENVIEW HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association."

RECITALS

A. By Order dated August 26, 1975 the Court of Common Pleas of Cumberland County, in the case captioned Breneman-Cabrese vs. Board of Commissioners of Upper Allen Township, docketed to No. 423 Civil Term 1975, issued an order approving a stipulation whereby the planned residential development known as "Allenview" was granted tentative approval, subject to certain terms and conditions as recited in said stipulation.

B. Paragraph 38 of the aforesaid stipulation provided that the residents of the development should pay directly to Pennsylvania Power and Light Company, hereinafter P.P. & L., the cost of maintaining street lighting within the development.

C. Association, as agent for the residents of the development, has caused some street lights to be installed within the development and installation of additional lighting is anticipated as new construction within the development warrants.

D. Association and P.P. & L. have expressed a desire that charges for the operation and maintenance of the Allenview street lighting be billed to the Township rather than directly to the individual residents of the development.

In consideration of the mutual covenants set forth herein, and intending to be legally bound, the parties agree as follows:

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1. Billing and Payment of Lighting Charges. Upon execution of this Agreement, Township shall notify P.P. & L. that thereafter all charges for operation and maintenance of any street lighting within the Allenview development shall be billed directly to the Township. The street lighting charges relating to the Allenview development shall be metered and billed separately from other street lighting in other parts of the Township and the amounts paid therefore shall be recorded in a separate account in the books of the Township.

2. Reimbursement of Township. Upon receipt of bills from P.P. & L. for street lighting charges in the Allenview development the Township shall promptly notify the Association of the bill and its amount, and payment of such amount shall be due and payable by the Association upon receipt of such notice and the Association shall forward to the Township within fifteen (15) days of such notice payment in full. Any dispute with P.P. & L. as to the amount or propriety of any bill for the Allenview development street lighting shall be the sole responsibility of the Association. For its services in acting as agent for the Association hereunder, Association shall pay to the Township an annual fee of Fifty Dollars (\$50.00) payable at such time and on such basis as the Township elects. In the event the Association fails to pay any bill or the service fee due hereunder to the Township, Township reserves the right to cancel this Agreement immediately and to notify the Association and P.P. & L.

3. Additional Lighting. Any additional street lighting hereafter installed in the Allenview development is to be installed at the sole expense of the Association and its members. Any charges incident to such future installations may be billed to and paid by the Township, subject to reimbursement, as set forth in paragraphs 1 and 2 above.

4. Collection from Residents. The Association shall provide by by-law for the collection of lighting charges from its residents. Such by-laws shall specifically provide for the collection of delinquent accounts through appropriate legal proceedings. If the Association should fail to collect from its members and remit to the Township all amounts due and owing under this Agreement, the Township reserves the right to cancel this Agreement and to proceed against any delinquent member of the Association by the filing of a municipal lien, or in any other manner provided by law.

5. Indemnification. It is expressly understood that the Township assumes no responsibility for the payment of any charges or for the availability and adequacy of service in connection with the street lighting in the Allenvue development, and agrees hereby only to act as agent of the Association for the receipt and payment of bills, subject to reimbursement for all amounts expended as hereinabove set forth. The Association hereby expressly agrees to indemnify the Township for any and all expenses or liabilities incurred as a result of the performance of its duties under this Agreement.

6. Cancellation and Modification. This Agreement may be cancelled at any time by either party upon giving thirty (30) days written notice thereof to the other party. This Agreement may be modified only by writing executed by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.



John R. Moore
WITNESS:

John R. Moore
Secretary

UPPER ALLEN TOWNSHIP

By [Signature]

ALLENVUE HOMEOWNERS ASSOCIATION

By [Signature]
President