

ORDINANCE NO. 769

AN ORDINANCE approving and authorizing the execution of a cooperation agreement between the Borough of Donora and the Washington County Housing Authority Organized.

WHEREAS the Washington County Housing Authority Organized proposes to develop and administer a low-rent housing project consisting of approximately fifty (50) dwelling units; and

WHEREAS there exist in the Borough of Donora unsafe and insanitary dwelling accommodations of a number greatly in excess of said fifty (50) dwelling units, which are occupied by families of low income and which constitute a menace to the health, safety, morals and welfare of the inhabitants of the Borough of Donora; and

WHEREAS there are now families of low income in the Borough of Donora of a number in excess of fifty (50) who are forced to inhabit such unsafe and insanitary dwelling accommodations, because private enterprise has not been able to make available to such families safe and sanitary dwelling accommodations at rentals which such low income families can afford to pay;

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE BOROUGH OF DONORA, WASHINGTON COUNTY, PENNSYLVANIA:

SECTION 1. That the Borough of Donora shall enter into a cooperation agreement with the Washington County Housing Authority Organized in substantially the following form:

(1). The Washington County Housing Authority Organized ( hereinafter called the "Local Authority") agrees to undertake, develop and administer a low-rent housing project in the Borough of Donora (hereinafter called the "Borough") and to endeavor to secure a contract or contracts with the United States Housing Authority for loans and for Federal annual contributions to assist in the administration of the project.

(2). In consideration therefor the Borough agrees that, as a part of the project, it will eliminate within one year of the completion of the project, in one or the other of the ways set forth below, under (a), (b), and (c), or partly in one way and partly in another, a number of unsafe or insanitary dwelling units within its jurisdictional limits, at least equal in number to the number of new dwellings units to be provided in said project, less the number, if any, of unsafe or insanitary dwelling units which will be eliminated on the site or sites of the project by the Local Authority during the development thereof, but in no event to exceed fifty (50) unsafe or insanitary dwelling units;

(a). By demolishing dwelling units which are on land acquired by the Borough by purchase or otherwise, including demolition of such dwelling units on land purchased for any public uses; or

(b). By causing the compulsory demolition, effective closing, repair or improvement of such unsafe or insanitary dwelling units; or

(c). By inducing private owners voluntarily to demolish or effectively close such dwelling units.

In computing the number of unsafe or insanitary dwelling units eliminated under the terms of this agreement, there shall be included all unsafe or insanitary dwelling units eliminated under this agreement from the date hereof; provided, however, that all unsafe or insanitary dwelling units eliminated by the Borough prior to the date of this agreement and subsequent to July 1, 1940, will be counted as elimination under this agreement if it is satisfactorily established that such elimination was undertaken in anticipation of the execution of this agreement or in anticipation of the development of the project. For the purpose of this agreement a dwelling unit shall be considered unsafe or insanitary whenever by reason of dilapidation, faulty arrangement or design, lack of ventilation, light or sanitation facilities, or any combination of these factors, it is detrimental to safety, health or morals.

(3). The Borough further agrees that during the period commencing with the date of the acquisition of any part of the site of the project and continuing throughout the useful life of such project it will not levy, impose or charge any taxes, special assessments, service fees, charges or tolls against the project or against the Local Authority for or with respect to the project, except a payment twelve months after completion of the project, and annually thereafter (hereinafter called the "Service Charge"), equal to 3 % of the annual shelter rent collected from the tenants of the project (such shelter rent not including the charge, if any, made to the tenants for utilities, such as heat, light, water, etc.); and that it will furnish, without cost or charge to the Local Authority and the tenants of the project, other than the service charge, the usual municipal services and facilities which are or may be furnished without cost or charge to other dwellings and inhabitants in the Borough including, but not limited to: fire, police and health protection and services, street maintenance and repair, snow removal, garbage, trash and ash collection and disposal; and will furnish to the boundary of the project water service and sewer service adequate to serve the project, and such street construction or repair to the boundary of the project, and of streets forming the boundary of the project, as is necessary to provide adequate access to the project. The term "useful life of the

project" as used in this paragraph, shall mean the period of physical usefulness of the project for the purpose of providing dwelling accommodations, but in no event less than the number of years during which any of the bonds issued to aid in financing the development of the project or any bonds issued to refund such bonds shall remain outstanding.

(4). In the event that the value of tax exemption (which, for the purpose of this agreement, shall be equal to the amount of Borough, County, School and Institutional District taxes which would normally be levied on the project were it not exempt, less the service charge for any year, shall equal an amount which is less than twenty per centum of the Federal subsidy for that year, the Borough waives the right to as much of the service charge as is necessary to assure that the value of tax exemption for that year will be equal to not less than twenty per centum of the Federal subsidy.

(5). The Borough will cooperate with the Local Authority by waiving any building and inspection fees, by vacating such streets and alleys within the area of the project or adjacent thereto as may be necessary in the development of the project, by accepting the dedication of land for new streets and alleys, by zoning or rezoning, in a manner satisfactory to the Local Authority, any area in the Borough within which project shall be located, and by such other lawful action or ways as the Borough and the Local Authority may find necessary in connection with the development and construction of the project. In connection with all vacation of public ways, the Borough will cause to be removed from such ways free of cost to the Local Authority, all public or private utilities lines which may interfere with the development of the project. The Borough hereby grants to the Local Authority the right to lay, install, and maintain, if necessary, any gas, water or sewer laterals or branches, or erect or install electric conduits, wires, and poles in, on, upon, across, over, or under dedicated public streets. The laying out of such rights-of-way to be approved by the proper Borough department or official, all at no cost or charge to the Local Authority.

(6). This contract shall not be abrogated, changed or modified so long as any bonds issued to aid in financing the development of the project to which this contract relates or any bonds issued to refund such bonds shall remain outstanding and unpaid and so long as the title to such project (except for the lien of title conveyed to secure any bonds or other evidences of indebtedness issued to refund such bonds or evidences of indebtedness) is held by the Local Authority or some other public body or governmental agency authorized by law to engage in the development or administration of low-rent housing projects; this agreement may be assigned for the protection of the purchasers of any bonds issued to assist in the development of the project.

IN WITNESS WHEREOF, the Borough of Donora and the Housing Authority have respectively caused this agreement to be duly executed, in triplicate, as of the \_\_\_\_\_ day of \_\_\_\_\_, 1941.

(SEAL)

BOROUGH OF DONORA, PA.

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

HOUSING AUTHORITY

(SEAL)

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

Secretary

ORDAINED AND ENACTED into an ordinance this 12th day of March, 1941.

S. E. Koedel  
President of Council

ATTEST:

Geo. W. Allen  
Borough Secretary

*Examined and approved by me this 14<sup>th</sup> day of March 1941*

*Geo W Allen  
Borough Secy*

*M J Sweeney  
Chief Surveyor*

I HEREBY CERTIFY THAT  
THIS IS A CORRECT COPY  
OF ORDINANCE No. 769

*Geo W Allen*  
BOROUGH CLERK