

RESOLUTION NO. 2005-7


RESOLUTION OF INDIAN LAKE BOROUGH
SOMERSET COUNTY, PENNSYLVANIA
REMAINING A MEMBER OF THE SOMERSET COUNTY MUNICIPAL CO-OP
ASSOCIATION


BE IT RESOLVED that the Borough of Indian Lake remain a member of The Somerset County Municipal Co-op Association, for the year 2006, and to not have any membership assessment fess for this year.

DULY PRESENTED AND ADOPTED by the Borough Council of Indian Lake, Somerset County, Pennsylvania, this 14th day of December, 2005.

ATTEST:

BOROUGH OF INDIAN LAKE


Theresa L. Weyant, Borough Secretary


Andrew L. Horvath, Council President

AGREEMENT

MADE this 8th day of March, 2006,

BY AND BETWEEN: The Borough of Indian Lake, 1301 Causeway Drive,
Central City, Pennsylvania 15926 (The Borough); AND St. Clair Resort Development,
L.L.C., 68 Peninsula Drive, Central City, Pennsylvania 15926 (St. Clair).

WHEREAS, the Borough has available twelve (12) sewer taps which it desires to
sell and have placed operation in as soon as possible; and

WHEREAS, St. Clair has developmental property which it desires to turn into
residential dwelling units as soon as possible.

NOW THEREFORE, in consideration of the foregoing, the parties hereby agree
as follows:

1. St. Clair agrees to purchase all twelve (12) available sewer taps from the
Borough through one of the following payment schedules:
 - (a) St. Clair shall have the right to purchase all twelve sewer taps for the
price of \$2,750.00 per tap within one year from the date of this
agreement.

(b) If St. Clair does not purchase all twelve (12) sewer taps pursuant to subparagraph (a) above, then St. Clair shall have the right to purchase the remaining sewer taps, or all twelve (12) sewer taps, on an individual basis, for a price of \$3,750.00 per tap within an additional two years, that is, within three years from the date of this agreement.

2. If St. Clair purchases all taps in accordance with Paragraph 1. (a) or (b) above, St. Clair agrees to have all taps either in service or sold to purchasers of residential lots from its developmental property on or before the fifth (5th) anniversary of this Agreement.

3. If St. Clair fails to comply with the requirements of the preceding paragraph, the Borough may, at its option, re-purchase from St. Clair any and all remaining unused or unsold taps for the purchase price or prices paid by St. Clair for those taps. The Borough would then have the right to offer and sell any such re-purchased taps to the public at large.

4. Monthly Borough sewer charges will commence for each dwelling unit for which a sewer tap was purchased by St. Clair pursuant to this Agreement at the same time that Borough water service to that dwelling unit commences.

5. This Agreement is contingent upon the Borough amending the existing Sewer Ordinance governing sewer tap fees to conform to the provisions hereof. The Borough agrees to immediately take all necessary steps to enact the required amendment.

6. This Agreement may not be assigned by either party without the express written consent of the other.

7. This Agreement shall be binding upon the parties hereto and their successors or assigns.

8. This Agreement represents the entire Agreement of the parties hereto, and there are no understandings relative to the subject matter beyond what is contained herein. Any and all changes, modifications or additions hereto must be in writing and signed by the parties.

9. This Agreement shall be interpreted in accordance with Pennsylvania Law, and in the event that any provisions of this Agreement are determined to be invalid or unenforceable by any Court of competent jurisdiction, the remaining portions hereof shall continue to be valid and enforceable by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals

this 8th day of March, 2006.

WITNESS

Thomas L. Keyant

ST. CLAIR RESORT DEVELOPMENT, L.L.C.

By: [Signature]
Name/Title

WITNESS

Thomas L. Keyant
Borough Secretary

INDIAN LAKE BOROUGH

By: [Signature]
Name/Title Vice President