

BOROUGH OF MONROEVILLE  
ORDINANCE NO. 280

AN ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT, BY THE PROPER OFFICERS OF THE BOROUGH OF MONROEVILLE, WITH THE WILKINSBURG-PENN JOINT WATER AUTHORITY AND PROVIDING FOR THE GRANTING, BY THE BOROUGH OF MONROEVILLE, TO THE WILKINSBURG-PENN JOINT WATER AUTHORITY OF A CERTAIN WATER LINE IN JAMES STREET AND FOR THE CONNECTION OF SAID LINE INTO THE PRESENT WATER SYSTEM OF THE WILKINSBURG-PENN JOINT WATER AUTHORITY.

BE IT ORDAINED AND ENACTED BY the Council of the Borough of Monroeville and it is hereby ordained and enacted by the authority of the same.

SECTION 1. The proper officers of the Borough of Monroeville are hereby authorized to execute an Agreement with the Wilkinsburg-Penn Joint Water Authority in the form substantially following:

AGREEMENT

THIS AGREEMENT made this 25th day of April by and between the Borough of Monroeville, first party,

A  
N  
D

THE WILKINSBURG-PENN JOINT WATER AUTHORITY, SECOND PARTY,

WHEREAS, first party is desirous of securing a public water supply for its citizens on James Street in said Borough and

WHEREAS, first party has entered into a contract to have a water distribution main constructed for the above purpose, and

WHEREAS, said water line to be constructed must be attached to and become part of the present water system of the second party, and

WHEREAS, second party does grant permission for such connection to be made and further agrees to maintain a public water supply to and through such distribution line to be constructed.

NOW, THEREFORE, in consideration of \$1.00 and the premises set forth hereinabove and hereafter, it is agreed by and between the parties as follows:

FIRST. First party shall, at its own expense, but subject to the inspection and supervision of the second party, construct the aforesaid water line in accordance with the plat or plan attached hereto and made part hereof.

SECOND. Upon completion of said water line in a manner acceptable to the second party, the first party shall grant and convey by special warranty deed the within water distribution line and the appurtenances thereto to the second party.

THIRD. The second party agrees that from the date of the recording of such deed, as between the parties hereto, it will maintain the aforesaid water distribution line and further agrees to furnish a public supply of

Ordinance No. 280 - page 2

water through said water distribution line as long as the same is required and necessary.

FOURTH. It is further agreed by and between the parties that the second party shall have the right to tap into the aforesaid line or to further extend the aforesaid line subsequent to its completion but before the actual title to the line is conveyed to second party. Second party agrees not to grant tap privileges to any abutting land owner who has not paid his full share of the cost of the line construction.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals this 25th day of April.

Attest:

BOROUGH OF MONROEVILLE

S/  
Secretary

S/  
President, Borough of Council

Attest:

THE WILKINSBURG-PENN JOINT  
WATER AUTHORITY

S/  
Secretary

S/  
Chairman

SECTION 2. Any ordinance or part of an ordinance conflicting with the terms of this ordinance is hereby repealed to the extent of such conflict

ORDAINED AND ENACTED into law in Council this 25th day of April, 1961.

S/  
President

ATTEST:

S/  
Secretary

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_.

S/  
Burgess