

ORDINANCE NO. 423

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE, ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE ENTRY INTO, THE EXECUTION AND DELIVERY OF AN AGREEMENT BY THE BOROUGHS OF MONROEVILLE, CHURCHILL AND TURTLE CREEK AND THE TOWNSHIP OF WILKINS WITH THE UNION RAILROAD COMPANY IN CONNECTION WITH THE CONSTRUCTION OF THE THOMPSON RUN SEWER LINE; FOR THE CONSTRUCTION, MAINTENANCE AND REPAIR OF THE SAID SANITARY SEWER LINE; PROVIDING FOR THE PAYMENT BY THE UNION RAILROAD COMPANY OF THE SUM OF \$20,000 TO THE BOROUGH AS A FEE FOR TAPPING THE FACILITIES OF THE UNION RAILROAD COMPANY INTO THE THOMPSON RUN SEWER; PROVIDING FOR THE DISTRIBUTION OF THE SAID \$20,000 AMONG THE MUNICIPALITIES IN ACCORDANCE WITH THE AGREEMENT BETWEEN THEM AND THE ALLEGHENY COUNTY SANITARY AUTHORITY DATED AUGUST 1, 1963; AND PROVIDING FOR THE GRANT OF AN EASEMENT TO THE BOROUGHS OF MONROEVILLE, CHURCHILL AND TURTLE CREEK AND THE TOWNSHIP OF WILKINS.

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 and directed to execute and deliver for and on behalf of the Borough an agreement with the Union Railroad Company and the Boroughs of Monroeville, Churchill and Turtle Creek and the Township of Wilkins for the construction, maintenance, repair and removal of a sanitary sewer system designed to serve the said municipalities, with the limitations set forth in the agreement which will be substantially in the form presented and which is on file in the office of the Secretary of the Borough of Monroeville and which by reference is made a part hereof. The said agreement further provides for a lump sum payment of \$20,000 by the Union Railroad Company as a tap in fee for the facilities of the said Company, in lieu of any other charges by the municipalities, subject, however, to the right of the Allegheny County Sanitary Authority to charge the said Railroad Company for sewage treatment in accordance with the said authority's regularly published rates.

SECTION 2: When the grant in aid in the sum of \$20,000 is received by the Borough of Monroeville in accordance with paragraph 16 of the said agreement, it shall be divided among the said municipalities in accordance with the agreement between them of August 1, 1963 in the following proportions:

Monroeville Borough	70.46%
Wilkins Township	23.91%
Churchill Borough	2.05%
Turtle Creek Borough	3.40%
Total	<u>100.00%</u>

SECTION 3: In consideration of all the terms of said agreement Union Railroad Company will grant to the municipalities a perpetual easement, subject to certain spelled out conditions, for the construction, maintenance, repair and ultimate removal of a sanitary sewer system designed to serve the Union Railroad Company and the municipalities, otherwise this ordinance will have no force or effect.

SECTION 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED INTO AN ORDINANCE THIS 17th DAY OF DECEMBER, 1963.

BOROUGH OF MONROEVILLE

By S/A. O. Strathern
President of Council

Attest:

S/Gladys Diller
Secretary

Examined and approved by me this 18 day of December, 1963.

S/ John J. Duncan
Mayor