

ORDINANCE NO. 1090

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE  
AUTHORIZING THE APPROPRIATE OFFICIALS OF THE  
MUNICIPALITY TO ENTER A RIGHT-OF-WAY AGREEMENT  
WITH CARNEGIE NATURAL GAS COMPANY

BE IT ORDAINED AND ENACTED, by the Municipality of Monroeville in Council,  
assembled as follows:

Section 1. The appropriate officials of the Municipality of Monroeville  
are hereby authorized to enter a right-of-way agreement with Carnegie Natural  
Gas Company. A copy of said Agreement is attached hereto, made a part hereof  
and marked Exhibit "A".

ORDAINED and ENACTED this 11th day of October, 1977.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ George C. Dale  
Deputy Mayor

Entered in Legal Book October 14, 1977

RIGHT-OF-WAY

MADE this 11th day of October, 1977, by and between the TOWN OF MONROEVILLE ("Monroeville"), a home rule municipality created and existing in accordance with the laws of the Commonwealth of Pennsylvania,

A  
N  
D

CARNEGIE NATURAL GAS COMPNAY ("Carnegie"), a Pennsylvania corporation.

W I T N E S S E T H T H A T:

In Consideration of the sum of TWO THOUSAND & NO/100 (\$2,000.00) DOLLARS to it in hand paid, and in further consideration of the terms, covenants and considerations hereinafter set forth and intending to be legally bound hereby, Monroeville hereby grants and conveys to Carnegie the right and authority to lay down, construct, maintain, repair, replace and remove a gas main or pipeline, twelve (12") inches more or less in diameter, with the necessary fixtures and appurtenances, along, under and across property owned by Monroeville as shown in "EXHIBIT A", attached hereto and made a part hereof.

The rights granted to Carnegie hereunder are given upon the following conditions:

- a) All unimproved ground shall be restored, as much as is reasonably possible, to its condition immediately prior to any laying down, constructing, maintaining, repairing and replacing of said gas main or pipeline and all such restoration to be at the sole cost and expense of Carnegie.
- b) Carnegie shall indemnify and save harmless Monroeville from any and all damages or claims for damages that may be sustained or made by any person, firm or corporation against Monroeville, by reason of the construction, maintenance, repair, replacement or removal of said pipeline.
- c) Monroeville, its successors or assigns, agrees that no permanent structures shall be erected within twenty-five (25') feet of said pipeline.

It is hereby understood and agreed that neither the purpose nor the intent, nor the obligation of this agreement, if, and when approved by the PUBLIC UTILITY COMMISSION of the Commonwealth of Pennsylvania, is such as to impair or in any wise affect the exercise by said Commission of any of the powers vested in it by the Act of May 28, 1937, P.L. 1053.

WITNESS the due execution and acceptance of this agreement on the day and year first above written by the proper officials of Monroeville and Carnegie pursuant to the due authorization of their respective council and directors.



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