

Intergov. Agreement w/Albuquerque

Ordinance No. 2007-02

Date Enacted June 18 2007

ORDINANCE NO. 2007-02

AN ORDINANCE OF HOPEWELL TOWNSHIP, A FIRST CLASS TOWNSHIP UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF ALIQUIPPA FOR THE ACCEPTANCE OF CERTAIN ROADS TO BE CONSTRUCTED AS PART OF THE LAND DEVELOPMENT AND SUBDIVISION KNOWN AS THE BET-TECH INDUSTRIAL PARK PLAN OF LOTS

BE IT ENACTED AND ORDAINED by the Board of Commissioners in and for the Township of Hopewell, Beaver County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

SECTION 1: LEGISLATIVE INTENT AND APPLICABILITY

The background of this Ordinance and the legislative intention of the Board of Commissioners ("Board") in enacting it are as follows:

- (a) Hopewell Township is a municipal corporation and Township of the First Class.
- (b) The General Assembly of the Commonwealth of Pennsylvania has provided for intergovernmental cooperation in the performance of governmental functions and powers by the Act of December 19, 1996, P.L 1158, No. 177 §2301, as amended.
- (c) The Intergovernmental Cooperation Act authorizes two or more local governments in the Commonwealth to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as both municipalities adopt an ordinance so providing.
- (d) The Board has determined that it is in the best interest of Hopewell Township to enter into the aforementioned Agreement thereby permitting the minimal extension of roadways into Aliquippa that will be accepted and maintained by Hopewell Township.

SECTION 2: INTERGOVERNMENTAL AGREEMENT

The covenants, terms and conditions of the Intergovernmental Cooperation Agreement attached hereto as Exhibit "A" are hereby incorporated herein by reference with the same effect as though fully set forth at length.

SECTION 3: DURATION OF AGREEMENT

The duration of the Intergovernmental Cooperation Agreement is set forth in the term of the Agreement.

SECTION 4: PURPOSE AND OBJECTIVES OF THE AGREEMENT

The purpose of the Intergovernmental Cooperation Agreement is to provide roadway infrastructure for commercial development under the terms set forth in the Agreement.

SECTION 5: SEVERABILITY

If any sentence, clause, phrase or section of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts of this Ordinance. It is hereby declared as the intention of the Board of Commissioners of this Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not been included therein.

SECTION 6: REPEALER

Any other Ordinance or parts thereof inconsistent with this Ordinance are hereby expressly repealed.

SECTION 7: EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

ENACTED AND ORDAINED this 18th day of June, 2007.

ATTEST:



TOWNSHIP OF HOPEWELL

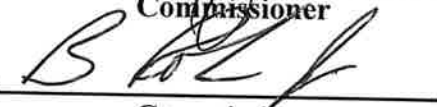
BY: 

President, Hopewell Township
Board of Commissioners

BY: 
Commissioner

BY: 
Commissioner

BY: 
Commissioner

BY: 
Commissioner



**INTERGOVERNMENTAL COOPERATION AGREEMENT
BETWEEN THE TOWNSHIP OF HOPEWELL, BEAVER
COUNTY PENNSYLVANIA AND THE CITY OF ALIQUIPPA,
BEAVER COUNTY, PENNSYLVANIA**

THIS AGREEMENT, is made this 11th day of July, 2007, by and between the **Township of Hopewell**, a First Class Township organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office located at 1700 Clark Boulevard, Aliquippa, PA 15001 (hereinafter referred to as "**Hopewell**"),

A

N

D

the **City of Aliquippa**, a Third Class City, organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office located at 581 Franklin Avenue, Aliquippa, PA 15001 (hereinafter referred to as "**Aliquippa**").

WHEREAS, Hopewell desires and intends to approve certain subdivision applications relating to the Bet-Tech Industrial Park Plan of Lots encompassing the development of properties primarily located within the municipal boundary of Hopewell inclusive of public infrastructure that will extend into and remain within the municipal boundary of Aliquippa; and

WHEREAS, in accordance with the Municipalities Planning Code and Ordinances of Hopewell relating to Subdivisions and Land Development, in order to approve these certain

subdivision applications, there must be provision for access to the subject properties by virtue of public roadways; and

WHEREAS, the proposed roadways for these certain subdivision applications primarily lie in Hopewell but run along and at points across the Hopewell-Aliquippa boundary and, to the extent said roadways are located within the municipal boundary of Aliquippa, they will burden Aliquippa with future roadway maintenance responsibility and expense; and

WHEREAS, in light of the revenue to be gained by Hopewell as a result of the commercial development associated with these certain subdivision applications, Hopewell is amenable to assuming responsibility and accepting the proposed roadways, once constructed to Hopewell specifications, both within the municipal boundary of Hopewell and extending minimally into the municipal boundary of Aliquippa; and

WHEREAS, pursuant to Act 177, Title 53 Pa.C.S.A. §2301, et seq., “Area Government and Intergovernmental Cooperation,” Hopewell and Aliquippa may jointly cooperate in the exercise and performance of their respective governmental functions, powers and responsibilities (including the acceptance and maintenance of public roadways) upon the passage of an ordinance by their respective governing bodies; and

WHEREAS, Hopewell and Aliquippa hereby desire to enter into this Intergovernmental Cooperation Agreement, hereinafter referred to as the “**Agreement**,” and shall pass an Ordinance adopting and approving same, so as to jointly cooperate in the commercial development associated with the Bet-Tech Industrial Park Plan of Lots and to delineate the responsibilities associated with the public roadways that will service this development, under the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties hereto mutually agree as follows:

1. Bet-Tech International has submitted certain subdivision applications relating to the Bet-Tech Industrial Park Plan of Lots that detail a Fifty (50) foot public right-of-way to be known as Woodlawn Boulevard that extends from the Northwest corner of Lot #1 of the Bet-Tech Industrial Park Plan of Lots to a Temporary Turn Around Easement located at the Northwest corner of Remaining Parcel 9-6 of the Bet-Tech Industrial Park Plan of Lots. This roadway is more fully described in the legal description and plan drawing of this Fifty (50) foot public right-of-way to be known as Woodlawn Boulevard attached hereto respectively marked Exhibits "1" and "1A"- "1B"- "1C." The legal description and plan drawing of the Temporary Turn Around Easement for public right-of-way are attached hereto respectively marked Exhibits "2" and "2A".

2. Bet-Tech International has submitted certain subdivision applications relating to the Bet-Tech Industrial Park Plan of Lots that detail a Fifty (50) foot public right-of-way and cul-de-sac to be known as Bet-Tech Drive that extends East from the proposed Fifty (50) foot public right-of-way to be known as Woodlawn Boulevard. This roadway is more fully described in the legal description and plan drawing of this Fifty (50) foot public right-of-way to be known as Bet-Tech Drive attached hereto respectively marked Exhibits "3" and "3A."

3. When the proposed public rights-of-way to be known as Woodlawn Boulevard (including the Temporary Turn Around Easement) and Bet-Tech Drive have been constructed according to Hopewell Township specifications and approved by Hopewell Township, Hopewell shall assume complete responsibility for the maintenance of said roadways by accepting them (as

described in the Exhibits attached hereto) as Hopewell public roadways and shall thereby be entitled to receive liquid fuels monies for same. Aliquippa waives and releases all right, title and interest in those portions of Woodlawn Boulevard (including the Temporary Turn Around Easement) and Bet-Tech Drive that lay within the municipal boundary of the City of Aliquippa.

4. In the event that Hopewell fails and/or refuses to accept and/or maintain these roadways, Aliquippa may send written notice to Hopewell advising Hopewell of its failure. Sixty (60) days after receipt by Hopewell of said written notice, Aliquippa may at its sole discretion maintain said roadways in which case Hopewell shall reimburse Aliquippa for any costs and labor related to maintenance incurred by Aliquippa.

5. "Maintenance" for purposes of this Agreement shall mean repair; replacement; reconstruction; resurfacing; snow, ice and debris removal; inspection, surveying and engineering costs; labor costs; material costs; permit costs and any other act or expense reasonably related to the maintenance of Woodlawn Boulevard (including the Temporary Turn Around Easement) and Bet-Tech Drive as described in the Exhibits attached hereto.

6. Hopewell shall enter into a Developer's Agreement with Bet-Tech International (or it's assigns or designees) for the layout, inspection and construction of these proposed roadways intended to be dedicated to Hopewell to ensure that they are constructed according to Hopewell engineering standards.

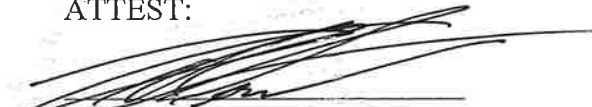
7. This Agreement shall be binding upon the successors and assigns or each of the parties hereto.

8. The term of this Agreement shall be Fifty (50) years and shall automatically renew for additional periods of Fifty (50) years unless terminated prior to the expiration of a term.

9. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute one and the same.


IN WITNESS WHEREOF, Hopewell Township and the City of Aliquippa have caused this Agreement to be executed by their officials, duly authorized by proper ordinance, as reference to the minutes of the meetings of said parties shall disclose, as of the day and year first above written.

ATTEST:



City Secretary

CITY OF ALIQUIPPA

By: 

Mayor

ATTEST:

TOWNSHIP OF HOPEWELL

Manager

BY: _____
President

Commissioner

Commissioner

Commissioner

Commissioner

9. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute one and the same.

IN WITNESS WHEREOF, Hopewell Township and the City of Aliquippa have caused this Agreement to be executed by their officials, duly authorized by proper ordinance, as reference to the minutes of the meetings of said parties shall disclose, as of the day and year first above written.


ATTEST:

City Secretary

CITY OF ALIQUIPPA

By: _____
Mayor

ATTEST:




Manager

TOWNSHIP OF HOPEWELL

BY: 


President



Commissioner



Commissioner



Commissioner



Commissioner



50 FOOT PUBLIC RIGHT-OF-WAY
Prepared For
BET-TECH INTERNATIONAL, INC.

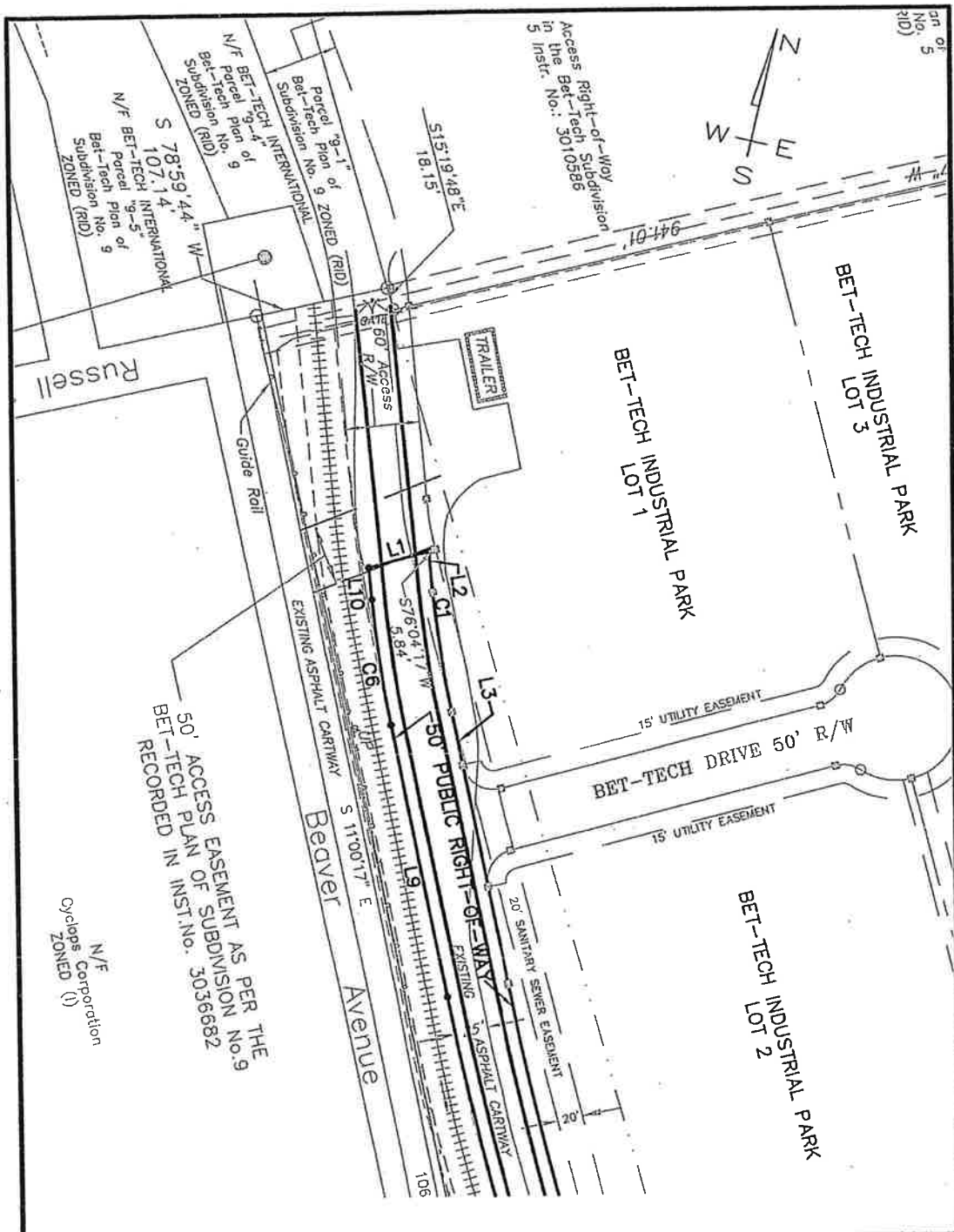
All that certain piece or parcel of land situate in Hopewell Township and the City of Aliquippa, Beaver County, Pennsylvania, and to be known as 50' Public Right-of-Way, in Parcel 9-7R of the Bet-Tech Industrial Park Plan of Lots, as recorded in Plan Book Volume: _____ Pages: _____, in the Office of the Recorder of Deeds of Beaver County, Pennsylvania, being more fully described as follows:

Commencing at an iron pin at the Southwest corner of Parcel B-2 in the Bet-Tech Plan of Subdivision 5, recorded in the Office of the Recorder of Deeds of Beaver County in Plan Book Volume 29, page 266; thence N 77°39'07" E 13.25 feet to the Northwest corner of Lot 1 in the Bet-Tech Industrial Park Plan of Lots; thence along the Western boundary line of said Lot 1, S 04°43'37" E 153.73 feet; thence along the same by an arc of a circle deflecting left with a radius of 253.25 feet, a chord bearing and distance of S 09°18'31" E 40.46 feet and an arc distance of 40.50 feet; thence S 76°04'17" W 5.84 feet to the true Point of Beginning of the herein described tract; thence along said 50' Public Right-of-Way through the Bet-Tech Industrial Park Plan of Lots S 05°19'50" E, a distance of 33.08 feet to a point; thence along the same, by an arc of a circle deflecting left having a radius of 975.00 feet, chord bearing and distance of S 08°11'01" E 97.06 feet, and an arc distance of 97.10 feet; thence along the same, S 11°02'12" E, a distance of 223.56 feet to a point; thence along the same, by an arc of a circle deflecting left having a radius of 2475.00 feet, chord bearing and distance of S 17°41'26" E 573.57 feet, and an arc distance of 574.86 feet; thence along the same, S 24°20'41" E, a distance of 467.29 feet to a point; thence along the same, by an arc of a circle deflecting left having a radius of 7475.00 feet, chord bearing and distance of S 27°07'19" E 724.42 feet, and an arc distance of 724.70 feet; thence along the same, S 30°15'39" E, a distance of 5.86 feet to a point; thence along the same, S 59°44'21" W, a distance of 50.00 feet to a point; thence along the same, N 30°15'39" W, a distance of 6.18 feet to a point; thence along the same, by an arc of a circle deflecting right having a radius of 7525.00 feet, chord bearing and distance of N 27°07'19" W 729.27 feet, and an arc distance of 729.55 feet; thence along the same, N 24°20'41" W, a distance of 467.29 feet to a point; thence along the same, by an arc of a circle deflecting right having a radius of 2525.00 feet, chord bearing and distance of N 17°41'26" W 585.17 feet, and an arc distance of 586.48 feet; thence along the same, N 11°02'12" W, a distance of 223.56 feet to a point; thence along the same, by an arc of a circle deflecting right having a radius of 1025.00 feet, chord bearing and distance of N 08°11'01" W 102.04 feet, and an arc distance of 102.08 feet; thence along the same, N 05°19'50" W, a distance of 25.55 feet to a point; thence along the same, N 76°06'35" E, a distance of 50.56 feet to the true Point of Beginning.

Containing 2.45 Acre (106,678.63 Sq.Ft.)

Revision Date: 5/24/07

EXHIBIT 1



PLAN OF RIGHT-OF-WAY

PREPARED FOR

BET-TECH INTERNATIONAL

SITUATE IN

HOPEWELL TOWNSHIP AND CITY OF ALIQUIPPA
BEAVER COUNTY, PENNSYLVANIA

PLAN: BET-TECH INDUSTRIAL PARK PLAN OF LOTS

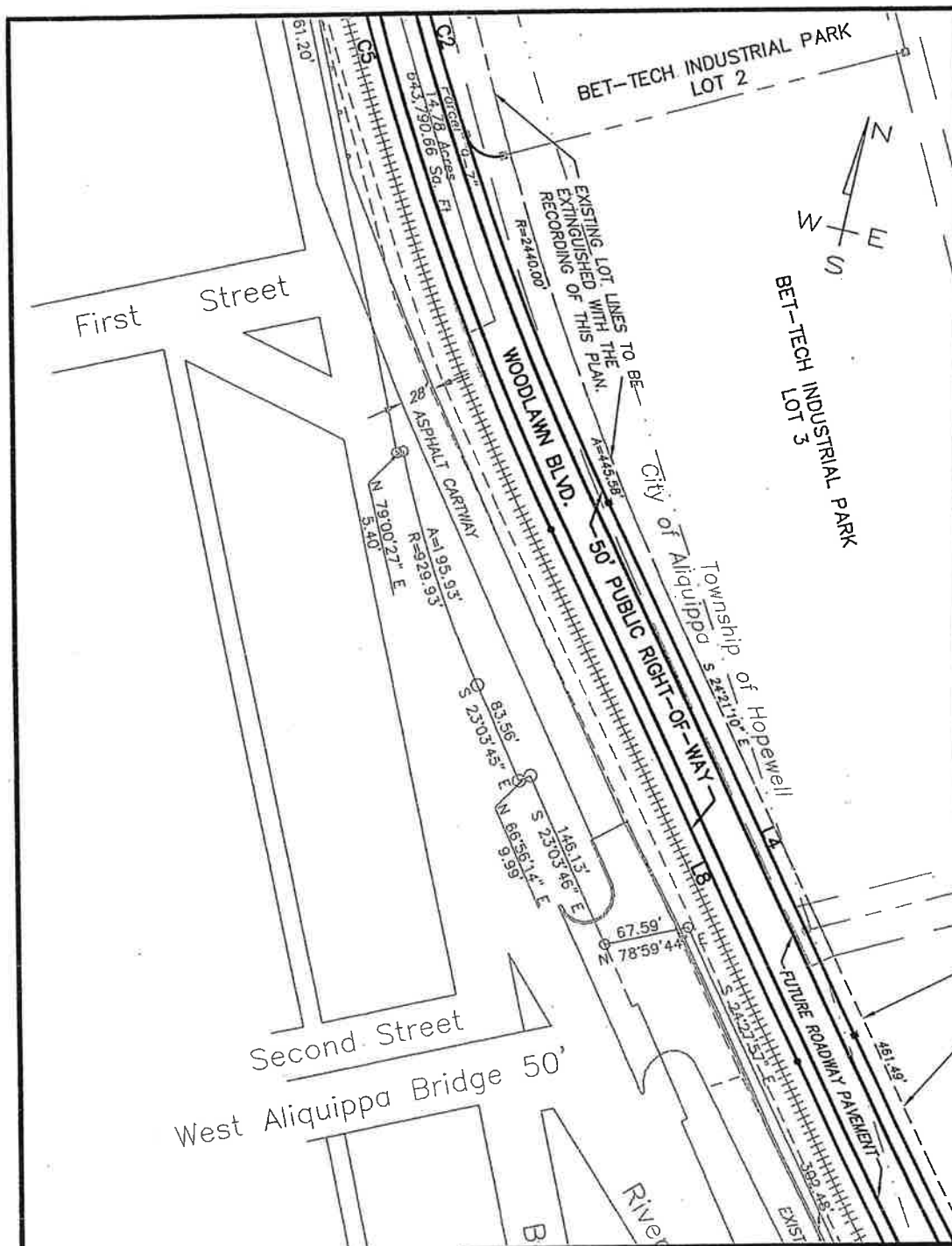
P.B.V. PG: PARCEL 9-7R SCALE: 1"=100'

T **TRANTR**
CORPORATION
Engineering Permits & Approvals
11275 PERRY HIGHWAY, SUITE 110 WEXFORD, PA 15090
PHONE: (724) 935-7500 FAX: (724) 935-6060
E-MAIL: permits@transcorp.com

DATE: 05-18-2007
DRAWN BY: DUB
DRAWING NO.

24524.08

EXHIBT 1A



PLAN OF RIGHT-OF-WAY

PREPARED FOR

BET-TECH INTERNATIONAL

SITUATE IN

HOPEWELL TOWNSHIP AND CITY OF ALIQUIPPA
BEAVER COUNTY, PENNSYLVANIA

PLAN: BET-TECH INDUSTRIAL PARK PLAN OF LOTS

P.B.V. PG: PARCEL 9-7R SCALE: 1"=100'



TRANT CORPORATION

Environmental
Surveying
Site Civil
Traffic

DATE: 05-18-2007

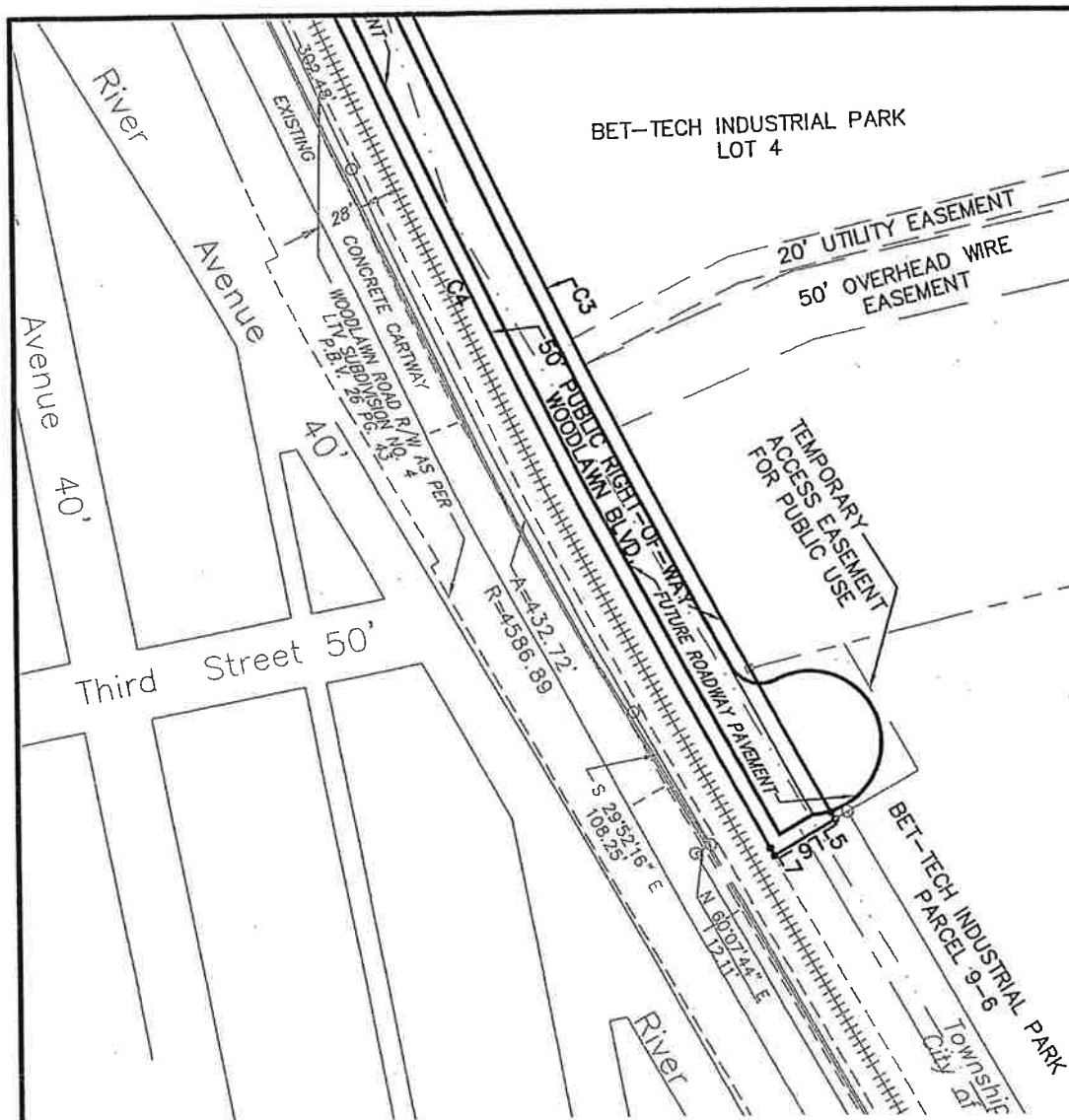
DRAWN BY: DUB

DRAWING NO.

Engineering Permits & Approvals
11279 PERRY HIGHWAY, SUITE 110 FAX: (724) 935-6060
WEXFORD, PA 15090
PHONE: (724) 935-7900 E-MAIL: permits@trantcorp.com

24524.08

EXHIBIT 1B



WOODLAWN BLVD. RIGHT-OF-WAY
CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD/BEARING
C1	97.10	975.00	S08°11'01"E 97.06'
C2	574.86	2475.00	S17°41'26"E 573.57'
C3	724.70	7475.00	S27°07'19"E 724.42'
C4	729.55	7525.00	S27°07'19"E 729.27'
C5	586.48	2525.00	S17°41'26"E 585.17'
C6	102.08	1025.00	S08°11'01"E 102.04'

WOODLAWN BLVD. RIGHT-OF-WAY
LINE TABLE

LINE	LENGTH	BEARING
L1	50.56	N76°06'35"E
L2	33.08	S05°19'50"E
L3	223.56	S11°02'12"E
L4	467.29	S24°20'41"E
L5	5.86	S30°15'39"E
L6	50.00	S59°44'21"W
L7	6.18	N30°15'39"W
L8	467.29	N24°20'41"W
L9	223.56	N11°02'12"W
L10	25.55	N05°19'50"W

PLAN OF RIGHT-OF-WAY

PREPARED FOR

BET-TECH INTERNATIONAL

SITUATE IN

HOPEWELL TOWNSHIP AND CITY OF ALIQUIPPA
BEAVER COUNTY, PENNSYLVANIA

PLAN: BET-TECH INDUSTRIAL PARK PLAN OF LOTS

P.B.V.

PG:

PARCEL
9-7R

SCALE: 1"=100'



TRANT
CORPORATION

Engineering Permits & Approvals

11279 PERRY HIGHWAY, SUITE 110

WEXFORD, PA 15090

PHONE: (724) 935-7900

FAX: (724) 935-6050

E-MAIL: permits@trantcorp.com

Environmental
Surveying
Site Civil
Traffic

DATE: 05-18-2007

DRAWN BY: DUB

DRAWING NO.

24524.08

EXHIBT 1C

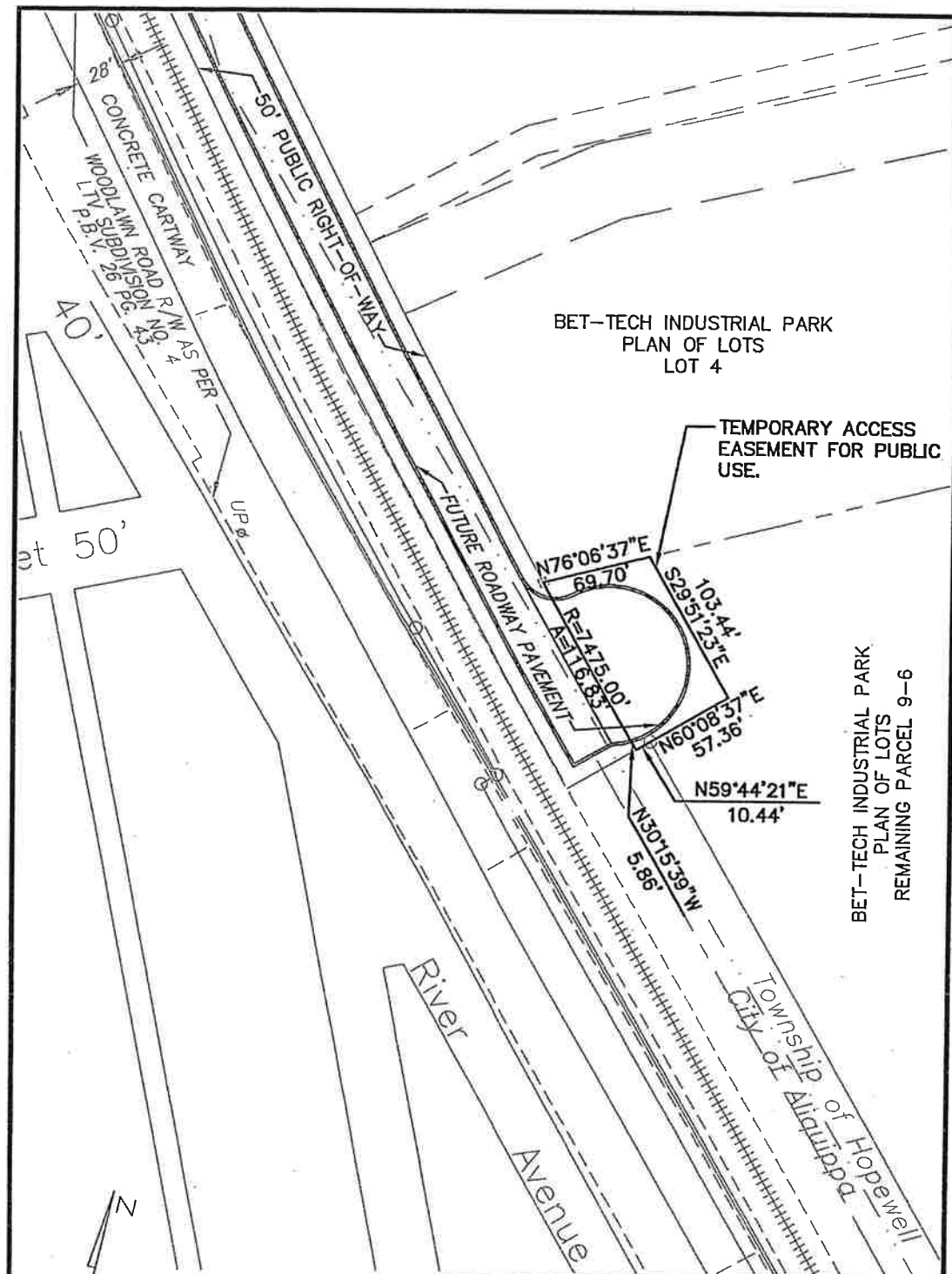
TEMPORARY TURN AROUND EASEMENT
Prepared For
BET-TECH INTERNATIONAL, INC.

All that certain piece or parcel of land situate in Hopewell Township and the City of Aliquippa, Beaver County, Pennsylvania, to be known as Temporary Turn Around Easement in Remaining Parcel 9-6 of the Bet-Tech Industrial Park Plan of Lots as recorded in Plan Book Volume: ____ Pages: ____, in the Office of the Recorder of Deeds of Beaver County, Pennsylvania, being more fully described as follows:

Beginning at the Southwest corner of Lot No. 4 of the Bet-Tech Industrial Park Plan of Lots and traveling along the Southern boundary line of Lot No. 4 of the Bet-Tech Industrial Park, N 76°06'37" E, a distance of 69.70 feet to a point; thence, S 29°54'30" E, a distance of 103.44 feet to a point; thence along the same, N 60°08'37" E, a distance of 57.36; thence, S 59°44'21" W, a distance of 10.44 feet to said 50-Foot Public Right-of-Way running through the Bet-Tech Industrial Park Plan of Lots; thence along the same, N 30°15'39" W, a distance of 5.86 feet to a point; thence along the same, by an arc of a circle deflecting left having a radius of 7475.00 feet, an arc distance of 116.83 feet and a chord bearing and distance of N 29°27'06" W 116.83 feet to the true Point of Beginning of the herein described parcel.

Containing 0.175 Acre (7609 Sq.Ft.)

Revision Date: 05/24/07



PLAN OF EASEMENT
PREPARED FOR
BET-TECH INTERNATIONAL

SITUATE IN
HOPEWELL TOWNSHIP AND CITY OF ALIQUIPPA
BEAVER COUNTY, PENNSYLVANIA

PLAN: BET-TECH INDUSTRIAL PARK PLAN OF LOTS

P.B.V. PG. SCALE: 1"=80'

TRANT
CORPORATION

Engineering Permits & Approvals
11279 PERRY HIGHWAY, SUITE 110
WEXFORD, PA 15090
PHONE: (724) 935-7900

Environmental
Surveying
Site Civil
Traffic

DATE: 05-18-2007

DRAWN BY: DUB

DRAWING NO.

24524.08

EXHIBT 2A

Bet-Tech Industrial Park Plan of Lots

BET Tech Dr.

Thence S 11°02'12" E a distance of 100.12';
thence with a curve turning to the right with an arc length of 38.03', with a radius of 25.00', with a chord bearing of N 32°32'15" E, with a chord length of 34.46',
N 76°06'37" E a distance of 269.44';
thence with a curve turning to the right with an arc length of 21.03', with a radius of 25.00', with a chord bearing of S 79°47'42" E, with a chord length of 20.41',
thence with a curve turning to the left with an arc length of 241.19', with a radius of 50.00', with a chord bearing of N 13°53'23" W, with a chord length of 66.67',
thence with a curve turning to the right with an arc length of 21.03', with a radius of 25.00', with a chord bearing of S 52°00'56" W, with a chord length of 20.41',
S 76°06'37" W a distance of 264.46';
thence with a curve turning to the right with an arc length of 40.51', with a radius of 25.00', with a chord bearing of N 57°27'47" W, with a chord length of 36.22',

having an area of
0.3745 acres
Closure 0.0043

United States Harbor line

Ohio River

Parcel 9-7R
Variable Width Private
Access and Utility R/W
RECORDED IN MAP No. 3
331,382.7026 SQ. FT.
7.6075 AC.
THIS EASEMENT IS TO BE EXTINGUISHED
WITH THE RECORDING OF THIS PLAN

LOT No. 1
124,912.6580 SQ. FT.
ZONED (RD)

LOT No. 2
137,341.8252 SQ. FT.
ZONED (RD)

LOT No. 3
1,220,719.6376 SQ. FT.
29.0269 ACRES
ZONED (RD)

LOT No. 4
654,110.2232 SQ. FT.
15.0183 ACRES
ZONED (RD)

Parcel 9-5
73,220 Acres Total
3,273,583.50 Sq. Ft.
ZONED (RD)

First Street

Second Street

Aliquippa Bridge 50'

Beaver Avenue 40'

Third Street 50'

WOODLAWN BLVD. RIGHT-OF-WAY

LINE	LENGTH	BEARING
1	30.51	N 70° 33' 30" E
2	30.51	N 70° 33' 30" E
3	30.51	N 70° 33' 30" E
4	30.51	N 70° 33' 30" E
5	30.51	N 70° 33' 30" E
6	30.51	N 70° 33' 30" E
7	30.51	N 70° 33' 30" E
8	30.51	N 70° 33' 30" E
9	30.51	N 70° 33' 30" E
10	30.51	N 70° 33' 30" E
11	30.51	N 70° 33' 30" E
12	30.51	N 70° 33' 30" E
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41	30.51	N 70° 33' 30" E
42	30.51	N 70° 33' 30" E
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65	30.51	N 70° 33' 30" E
66	30.51	N 70° 33' 30" E
67	30.51	N 70° 33' 30" E
68	30.51	N 70° 33' 30" E
69	30.51	N 70° 33' 30" E
70	30.51	N 70° 33' 30" E
71	30.51	N 70° 33' 30" E
72	30.51	N 70° 33' 30" E
73	30.51	N 70° 33' 30" E
74	30.51	N 70° 33' 30" E
75	30.51	N

WOODMAN BLUE RIGHT-OF-WAY				
	CURE TABLE			
	CURE	TEMP	CHARGE	CHARGE
C1	170	90.00	500.00	97.00
C2	170	90.00	500.00	97.00
C3	170	90.00	500.00	97.00
C4	170	90.00	500.00	97.00
C5	170	90.00	500.00	97.00
C6	170	90.00	500.00	97.00
C7	170	90.00	500.00	97.00
C8	170	90.00	500.00	97.00
C9	170	90.00	500.00	97.00
C10	170	90.00	500.00	97.00
C11	170	90.00	500.00	97.00
C12	170	90.00	500.00	97.00
C13	170	90.00	500.00	97.00
C14	170	90.00	500.00	97.00
C15	170	90.00	500.00	97.00
C16	170	90.00	500.00	97.00
C17	170	90.00	500.00	97.00
C18	170	90.00	500.00	97.00
C19	170	90.00	500.00	97.00
C20	170	90.00	500.00	97.00
C21	170	90.00	500.00	97.00
C22	170	90.00	500.00	97.00
C23	170	90.00	500.00	97.00
C24	170	90.00	500.00	97.00
C25	170	90.00	500.00	97.00
C26	170	90.00	500.00	97.00
C27	170	90.00	500.00	97.00
C28	170	90.00	500.00	97.00
C29	170	90.00	500.00	97.00
C30	170	90.00	500.00	97.00
C31	170	90.00	500.00	97.00
C32	170	90.00	500.00	97.00
C33	170	90.00	500.00	97.00
C34	170	90.00	500.00	97.00
C35	170	90.00	500.00	97.00
C36	170	90.00	500.00	97.00
C37	170	90.00	500.00	97.00
C38	170	90.00	500.00	97.00
C39	170	90.00	500.00	97.00
C40	170	90.00	500.00	97.00
C41	170	90.00	500.00	97.00
C42	170	90.00	500.00	97.00
C43	170	90.00	500.00	97.00
C44	170	90.00	500.00	97.00
C45	170	90.00	500.00	97.00
C46	170	90.00	500.00	97.00
C47	170	90.00	500.00	97.00
C48	170	90.00	500.00	97.00
C49	170	90.00	500.00	97.00
C50	170	90.00	500.00	97.00
C51	170	90.00	500.00	97.00
C52	170	90.00	500.00	97.00
C53	170	90.00	500.00	97.00
C54	170	90.00	500.00	97.00
C55	170	90.00	500.00	97.00
C56	170	90.00	500.00	97.00
C57	170	90.00	500.00	97.00
C58	170	90.00	500.00	97.00
C59	170	90.00	500.00	97.00
C60	170	90.00	500.00	97.00
C61	170	90.00	500.00	97.00
C62	170	90.00	500.00	97.00
C63	170	90.00	500.00	97.00
C64	170	90.00	500.00	97.00
C65	170	90.00	500.00	97.00
C66	170	90.00	500.00	97.00
C67	170	90.00	500.00	97.00
C68	170	90.00	500.00	97.00
C69	170	90.00	500.00	97.00
C70	170	90.00	500.00	97.00

REV. NO.	DATE	DESCRIPTION	BY
1	08-15-08	REV. LOTS 1, 2 & 3	DWB
2	10-15-08	HOPKELL TWP. COMMENTS	DWB
3	10-27-06	HOPKELL TWP. SUBMISSION	DWB
4	03-20-07	Easements	DWB
5	04-11-07	EASEMENTS REWSED	HLB
6	3-02-07	Hopkell Twp. Comments	DWB
7	3-18-07	LOT 1 REV. & M.L.N.C. EASE. NOTE	DWB

SHEET 2 OF 3	BET-TECH INDUSTRIAL PARK PLAN OF LOTS		 TRANT CORPORATION Engineering Permits & Approvals WEXFORD, PA 16090 PHONE: (724) 935-7900	Environmental Surveying Site Civil Traffic
	PROJECT NO.: 24524	DATE: 06/30/2006		

**TOWNSHIP OF HOPEWELL AND CITY OF ALIQUIPP
BEAVER COUNTY - PENNSYLVANIA**

1 inch = 60 ft.

CITY OF ALIQUIPPA
BEAVER COUNTY, PENNSYLVANIA

Introduced By: P. G. GIVINE First Reading: JUNE 6 2007
Public Notice: JUNE 20, 2007 Adopted: JULY 11, 2007

ORDINANCE NO. 6 OF 2007

AN ORDINANCE OF THE CITY OF ALIQUIPPA, A THIRD CLASS CITY UNDER THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE TOWNSHIP OF HOPEWELL FOR THE ACCEPTANCE OF CERTAIN ROADS TO BE CONSTRUCTED AS PART OF THE LAND DEVELOPMENT AND SUBDIVISION KNOW AS THE BET-TECH INDUSTRIAL PARK PLAN OF LOTS.

BE IT ENACTED AND ORDAINED by the Aliquippa City Council, Beaver County, Pennsylvania, and it is hereby enacted and ordained by the authority of the same as follows:

SECTION 1. LEGISLATIVE INTENT AND APPLICABILITY

The background of this Ordinance and the legislative intention of the Aliquippa City Council in enacting it are as follows:

- (a) The City of Aliquippa is a municipal corporation and a City of the Third Class.
- (b) The General Assembly of the Commonwealth of Pennsylvania has provided for intergovernmental cooperation in the performance of governmental functions and powers by the Act of December 19, 1996, P.L. 1158, No. 177 § 2301, as amended.
- (c) The Intergovernmental Cooperation Act authorizes two or more local governments in the Commonwealth to jointly cooperate in the exercise or in the performance of their respective governmental functions, powers or responsibilities, so long as both municipalities adopt an ordinance so providing.
- (d) The Council has determined that it is in the best interest of the City of Aliquippa to enter into the aforementioned Agreement.

SECTION 2. INTERGOVERNMENTAL AGREEMENT

The covenants, terms and conditions of the Intergovernmental Cooperation Agreement attached hereto as Exhibit "A" are hereby incorporated herein by reference with the same effect as though fully set forth at length.

SECTION 3. DURATION OF AGREEMENT

The duration of the Intergovernmental Cooperation Agreement is set forth in the term of the Agreement.

SECTION 4. PURPOSE AND OBJECTIVES OF THE AGREEMENT

The purpose of the Intergovernmental Cooperation Agreement is to provide roadway infrastructure for commercial development under the terms set forth in the Agreement.

SECTION 5. SEVERABILITY

If any sentence, clause, phrase or section of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, phrases, sections or parts of this Ordinance. It is hereby declared as the intention of the City of Aliquippa that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, phrase, section or part thereof not be included therein.

SECTION 6. REPEALER

Any other Ordinance or parts thereof inconsistent with this Ordinance are hereby expressly repealed.


SECTION 7. EFFECTIVE DATE

This Ordinance shall become effective immediately upon passage.

ENACTED AND ORDAINED, this 11th day of July, 2007

ATTEST:

CITY OF ALIQUIPPA


City Administrator


Mayor