

ORDINANCE NO. 338

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT WITH RUSSELL P. MILLER, INC. PROVIDING FOR THE ADVANCEMENT OF COSTS FOR THE CONSTRUCTION OF A SANITARY SEWER LINE AND PROVIDING FURTHER FOR FIXED SUM CHARGES FOR THE USE OF SAID SEWER LINE AND THE ADDITIONAL SEWER FACILITIES OF THE BOROUGH OF MONROEVILLE

BE IT ORDAINED AND ENACTED by the Borough of Monroeville in council assembled and it is hereby ordained and enacted by authority of the same:

Section 1. The proper officers of the Borough of Monroeville are hereby authorized to execute a contract with Russell P. Miller, Inc., a Pennsylvania corporation, in substantially the following form.

THIS AGREEMENT

MADE and ENTERED into this _____ day of _____ 1962, between THE BOROUGH OF MONROEVILLE, a municipal corporation under the laws of the Commonwealth of Pennsylvania, of Allegheny County, Pennsylvania, party of the first part, hereinafter referred to as "BOROUGH", and RUSSELL P. MILLER, INC., a Pennsylvania corporation, having its principal place of business in the Borough of Plum, Allegheny County, Pennsylvania, party of the second part, hereinafter referred to as "COMPANY".

WITNESSETH:

WHEREAS the Company has acquired and developed the land situate in Monroeville Borough, Allegheny County, Pennsylvania described in Exhibit "C" attached hereto and made a part hereof for industrial and commercial uses and purposes, which land is hereinafter referred to as the "PROPERTY". Several parcels of the said Property have been sold, but as used herein Property shall include any parcels or parts thereof that may have been sold at the time of the signing and delivery hereof.

WHEREAS, facilities for the conveyance and disposal of sanitary sewage from the said tract of land and adjoining properties are not presently available; and

WHEREAS, there is a large watershed that will be benefited by the installation of the trunk line hereinafter referred to; and

WHEREAS, for the health and sanitation of the Borough and its residents, and for the proper growth and development of the Borough, it is desirable that efficient means of conveyance and disposal of sanitary sewage from the said tract of land owned by the Company, the adjoining properties, and other properties affected by the said sewer line be provided; and

WHEREAS, the Borough has agreed to install a trunk sanitary sewer line substantially in the location marked in red on the print attached hereto, marked Exhibit "B", and made a part hereof; and

WHEREAS, the Company has agreed to install, at its expense, trunk and lateral sanitary sewer lines within the Property as shown on Exhibit "A"

attached hereto and made a part hereof; and

WHEREAS the Company has agreed to pay to the Borough toward the cost of the trunk sewer line (including inter alia rights of ways and permits), the sum hereinafter set forth in lieu of an assessment for or by reason of the construction of the said trunk sewer line, the right to use the same and the right to make connection thereto, and in lieu of an assessment or charge for any connection or tap-in made to the sewers installed by the Company on the Property.

NOW THEREFORE, in consideration of the premises, the parties hereto agree as follows:

(1) The Borough will promptly install a trunk sanitary sewer line from the westerly right of way line of the Pennsylvania Turnpike, which is the easterly property line of the Property in an easterly and southeasterly direction to connect with the presently existing Borough sanitary sewer in or near Old William Penn Highway, at or near its intersection with Beatty Road, substantially in accord with the print attached hereto and marked Exhibit "B".

(2) The Company will prepare, at its expense, construction plans for the said trunk sanitary sewer line to be installed by the Borough under the terms hereof.

(3) The Company will install, at its expense, lateral and trunk sanitary sewer lines within the Property to service the buildings to be erected on said Property substantially in accord with Exhibit "A" thereof. Upon the completion of the installation of such sewers the Company will transfer and convey to the Borough without charge or cost to the Borough the trunk lines installed by the Company in accordance with this agreement. The Borough agrees to accept such sewer lines and to operate the same as part of its sanitary sewer system.

(4) The Company will pay to the Borough at the signing and delivery hereof the sum of Forty Thousand Three Hundred (\$40,300.00) Dollars. If the construction of the trunk sanitary sewer line to be installed by the Borough under the terms hereof shall be less than Thirty Seven Thousand Five Hundred (\$37,500.00) Dollars the Borough will refund to the Company upon the completion of the said trunk line sewer the difference between the amount of such contract and \$37,500.00. If the contract for the construction is more than \$37,500 the Company will pay to the Borough at the time of the completion of the contract the difference between \$37,500.00 and the amount of the contract or \$42,000.00 whichever shall be less.

(5) The Borough agrees that it will not make any assessment or charge against the Company or its assignees or the Property for or by reason of the construction of the said sanitary trunk line sewer so that the Company, its successors and assigns and the said Property shall be free and discharged of any lien or claim of any kind by reason of the construction (including rights of way inter alia of the said trunk line sewer). The Borough agrees that it will not make any charge for the use of the said trunk line sewer, for connection thereto or for connection to any of the sewers installed by it on its property; provided, however, that the Borough shall have the right to charge a fee for the inspection of any connection or tap made by the Company or its successors or assigns but in any event shall such fee exceed \$ _____ for each tap or connection, and provided, further that nothing herein shall prevent the Borough, or an Authority established by it, from making any charge for the disposal of sewage from the Property in accordance with the terms of a valid ordinance fixing such charges consistent with other properties in the Borough. It is agreed the sums paid under the terms of this paragraph shall be in lieu of any such charges excepting rentals established by ordinances

(6) The Borough agrees that it will not charge or assess Russell P. Miller, Inc., its successors or assigns, for any of the costs of the sewer line which it has agreed to install under the terms hereof.

(7) This agreement shall be binding upon and enure to the benefit of the parties hereto, their successors or assigns.

(8) This agreement is entered into by the Borough pursuant to Ordinance adopted at a meeting of Council held on the _____ day of _____ 1962.

WITNESS the due execution hereof the day and year first above written.

Attest

THE BOROUGH OF MONROEVILLE

By _____

RUSSELL P. MILLER, INC.

Attest

By _____

President

Secretary

The Property consists of

A. The land included in the Plan known as "Monroeville Industrial Park" as recorded in the Recorder's Office of Allegheny County, Pennsylvania in Plan Book Vol. 72, pages 47,48 and 49.

B. The tract of land situate in Monroeville Borough, Allegheny County, Pennsylvania conveyed to Russell P. Miller, Inc. by DeWayne Galbreath et ux by deed dated July 19, 1961, and of record in Deed Book Vol. 3922, page 135 adjoining said "Monroeville Industrial Park" Plan and being described as follows:

"Beginning at a point in the Easterly line of Bethel Road at the line of land of Russell P. Miller, Inc., thence along the line of land of Russell P. Miller, Inc. South $89^{\circ} 35'$ East 300 feet to a point; thence continuing by the same South $0^{\circ} 25'$ West 436.91 feet to a point in the line of land now or late of S. Cunningham; thence along the line of land now or late of S. Cunningham North $49^{\circ} 39'$ West 415.79 feet to a point in the Easterly line of Bethel Road; thence along the Easterly line of Bethel Road Northwardly by the arc of a circle curving to the left with a radius of 150 feet an arc distance of 76 feet to a point; thence continuing by the Easterly line of Bethel Road North $0^{\circ} 25'$ East 97.24 feet to the point at the place of beginning. Containing 2.15 acres, according to survey of L.A. Swanson, Registered Professional Engineer.

Exhibit C

Ordinance No. 338

Section 2. Any ordinance or part of ordinance that shall conflict with this ordinance is hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this 29th day of March, 1962.

ATTEST:

BOROUGH OF MONROEVILLE

S/ A. H. Curtis
Secretary

By S/ A. O. Strathern
President of Council

EXAMINED and APPROVED by me this day of , 1962.

Mayor

This Ordinance duly enacted March 29, 1962 by a majority vote of Council, and was submitted to the Mayor, John J. Duncan, for approval. Said Ordinance was returned to the Borough Secretary unapproved by the Mayor together with his veto message at the next regular meeting of Council, to wit, April 12, 1962, at which time the veto message was read to Council.

Upon reconsideration after the veto, by an affirmative roll call vote of five (5) to two (2), this Ordinance was duly enacted, and becomes law without the approval of the Mayor.

S/ A. H. Curtis
Secretary