

## ORDINANCE NO. 762

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE, AUTHORIZING AND DIRECTING THE EXECUTION OF CONTRACTS WITH PAUL T. MAGAN, A & L MOTORS, INC., AND THE COUNTY OF ALLEGHENY FOR THE CONSTRUCTION OF STORM SEWERS.

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

Section 1. That a storm sewer be constructed by the Borough of Monroeville in connection with the relocation and widening of Monroeville Boulevard to carry surface water over the properties of Paul T. Magan and A & L Motors.

Section 2. That the County of Allegheny has agreed to reimburse the Borough of Monroeville for the costs of such storm sewer construction.

Section 3. That the Borough of Monroeville has agreed to maintain the storm sewer after it is completed.

Section 4. That these Agreements are contained in the two contracts attached hereto as Exhibits "A" and "B". The proper officers of the Borough of Monroeville are hereby authorized to enter into these contracts subject to the signing of the contracts by the County of Allegheny and Paul T. Magan and A & L Motors.

ORDAINED AND ENACTED this 14th day of September, 1971.

BOROUGH OF MONROEVILLE

By S/ George C. Dale  
President of Council

ATTEST:

S/ Carrol F. Pickens  
Secretary

EXAMINED AND APPROVED this 17th day of September, 1971.

S/ John J. Duncan  
Mayor

Ordinance No. 762

Exhibit "A"

A G R E E M E N T

Made this            day of            , 1971, between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "County";

A  
N  
D

BOROUGH OF MONROEVILLE, a political subdivision of the Commonwealth of Pennsylvania hereinafter called "Borough";

A  
N  
D

PAUL T. MAGAN, an individual, residing in the County of Allegheny, Commonwealth of Pennsylvania, hereinafter called "Individual";

## WITNESSETH:

WHEREAS, County has laid out and will construct an improvement, relocation and widening of Monroeville Boulevard in the Borough of Monroeville, Allegheny County, Pennsylvania, over which surface water from said improvement discharges; and

WHEREAS, County has condemned certain properties for said widening and construction by a Petition to the Court of Common Pleas of Allegheny County, Criminal Division, at No. 1 April Term, 1969 including therein a right-of-way of approximately 70 feet, terminating at a manhole, for storm drain purposes over and through a specified portion of the property of Individual, for which County has agreed to pay and Individual has agreed to accept as just compensation the sum of \$2,400.00, and the installation of a storm sewer pipe as hereinafter set forth; and

WHEREAS, Individual has requested that said storm water be diverted from the terminus of County's right-of-way as hereinabove described, to another location on Individual's property adjacent to property now or formerly of Atlantic Refining Company; and

WHEREAS, Borough has agreed to maintain said sewer pipe after installation thereof.

NOW, THEREFORE, in consideration of the mutual covenants and benefits to be derived therefrom, it is hereby agreed between the County, Borough and Individual as follows:

1. Borough will start immediately after the execution of this Agreement to install 169 feet more or less, of 24" storm sewer concrete pipe from the County manhole at the terminus of County's right-of-way on Individual's

property to the property line of A & L Motors, Inc. Said pipe to be constructed as close to the property now or formerly of Atlantic Refining Company as is possible, in accordance with County's plan attached hereto, made part hereof and marked Exhibit A, dated September 18, 1970.

2. After final completion by Borough of the storm sewer construction and upon certification of completion by the Director of the Department of Works of Allegheny County, and the Engineer of the Borough of Monroeville, County agrees to reimburse Borough for the actual cost of said construction not to exceed \$3,200.00.

3. Borough agrees to build, install and construct said storm sewer as is required for its proper operation.

4. Borough agrees to operate, maintain, repair, reconstruct, rebuild, replace, relocate and inspect said storm sewer as is required for its proper operation, and keep it in good order and repair.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

WITNESS:

PAUL T. MAGAN

ATTEST:

COUNTY OF ALLEGHENY

By

County Commissioners

APPROVED:

Director, Department of Works

APPROVED AS TO FORM:

County Solicitor

Assistant County Solicitor

ATTEST:

BOROUGH OF MONROEVILLE

By S/ George C. Dale



County agrees to reimburse Borough for the actual cost of said construction not to exceed \$4,730.00.

3. Borough agrees to build, install, and construct said storm sewer as is required for its proper operation.

4. Borough agrees to operate, maintain, repair, reconstruct, rebuild, replace, relocate and inspect said storm sewer as is required for its proper operation, and keep it in good order and repair.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto the day and year first above written.

WITNESS:

A & L MOTORS INC.

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ATTEST:

COUNTY OF ALLEGHENY

\_\_\_\_\_

BY \_\_\_\_\_

Chief Clerk

\_\_\_\_\_

County Commissioners

APPROVED

\_\_\_\_\_  
Director, Department of Works

APPROVED AS TO FORM:

\_\_\_\_\_  
County Solicitor

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Assistant County Solicitor

ATTEST:

BOROUGH OF MONROEVILLE

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S/ George C. Dale

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