

ORDINANCE NO. 911

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER AN AGREEMENT CONCERNING THE SECURITY OF THE BEL-AIR MUNICIPAL POOL AND RECREATION CENTER.

BE IT ORDAINED and enacted by the Borough of Monroeville, in Council assembled, as follows:

Section I. The appropriate officials of the Borough of Monroeville are hereby authorized to enter an agreement with John E. Seese and Shirley Seese, his wife, for the purpose of providing security for the property known as the Bel-Air Municipal Pool and Recreation Center, a copy of said agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 11th day of February, 1975.

BOROUGH OF MONROEVILLE

ATTEST:

By S/ George C. Dale
President of Council

S/ Marshall W. Bond
Secretary

(SEAL)

EXAMINED AND APPROVED this _____ day of _____, 1975.

NOTE:

Mayor

The foregoing ordinance was not approved by the Mayor. Section 1007 of the Borough Code reads as follows:

"If any such ordinance or resolution shall not be returned by the Mayor at the regular meeting of the Council occurring at least ten days next succeeding its presentation to him, it shall likewise have as full force as if it had been approved. . .

"The enactment of an ordinance shall be the date when the Mayor shall approve it or the date of passage by the Council over the veto of the Mayor, or in the case of any ordinance not returned by the Mayor at the regular meeting of Council, occurring at least ten days after the meeting at which such ordinance was passed by the Council, the date of enactment shall be the date of such succeeding regular meeting of Council."

Entered in Legal Book April 7, 1975

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT made by and between the BOROUGH OF MONROEVILLE, a municipal corporation, (hereinafter referred to as "Lessor") and JOHN E. SEESE and SHIRLEY SEESE, his wife, (hereinafter referred to as "Lessee").

WITNESSETH:

WHEREAS, the Lessor is the owner of property located within the Borough of Monroeville, being an approximate ten (10) acre site, located off Abers Creek Road, near the Pennsylvania Turnpike, having erected on said site a swimming pool, clubhouse, tennis court and other recreational facilities.

WHEREAS, the Lessor is desirous of acquiring the necessary security for said property to prevent destruction, vandalism, and trespass upon the same.

WHEREAS, the Lessor is desirous of engaging security personnel to reside on the subject land to aid in fulfilling the purposes herein set forth.

WHEREAS, the Lessee is desirous of being engaged as security personnel for the Lessor and is desirous of residing on the subject land to fulfill this function.

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

1. The Lessor shall provide an area within the aforementioned ten (10) acre tract at the site of the Bel-Air Municipal Pool and Recreational Center for the purpose of locating thereon a mobile home owned by the Lessee, who shall cause said mobile home to be placed on the subject site, as designated by the Lessor. The Lessor shall provide the utility connections to the said mobile home for electricity, water and sewage and shall further provide for ordinary refuse pick-up, and the sole cost and charge shall be that of the Lessor.

2. The Lessor shall further provide free membership at the municipal swim club and recreation center for the Lessee, and the Lessee's immediate family.

3. The Lessee hereby agrees, that in consideration of the Lessor leasing to the Lessee the available land for the said mobile home and in consideration for the utility connections and services provided free of cost, to do the following during the termination of this Agreement.

(a) To conduct daily surveys of the subject land and recreational facilities thereon and report the condition of the same to the Borough Manager and the Department of Parks and Recreation on forms and in a manner designated by the Lessor.

(b) To make said surveys and reports as may be outlined by the Borough Manager and Department of Parks and Recreation, in accordance with the regulations of the said municipal pool and recreational center, and in accordance with any Borough Ordinances, which might be violated by anyone coming onto the said property.

(c) To receive any goods and merchandise delivered to the said site which are the property of the Borough of Monroeville and to sign receipts for the same and report the said deliveries immediately to the Borough Manager and Department of Parks and Recreation.

(d) To complete a daily inspection checklist and submit the same to the Borough Manager and Department of Parks and Recreation.

(e) To abide by all terms and conditions of this Agreement, and all Borough Ordinances.

4. Lessee hereby agrees to be responsible for any and all fuel or energy costs of whatever nature with respect to the use of the said mobile home.

5. Lessee hereby agrees to keep all storage facilities, storage materials, outside fuel tanks, laundry or any other appurtenances, be it realty or personalty, located in an area which shall be inconspicuous and hidden from the usable recreational areas of the subject site.

6. Lessee hereby agrees that no unsightly materials or property of any nature shall be stored anywhere on the subject site.

7. Lessor agrees to report to the Borough police immediately in the event of any trespassing on which there is a possibility of damage, destruction or vandalism to any part of the subject property.

8. The Lessee agrees to become familiar with, to the best of their ability, with any ordinances or regulations supplied to them by the Borough of Monroeville, with respect to the security and protection of the subject property.

9. The Lessee hereby agrees to purchase insurance coverage for fire, theft, comprehensive and liability and will supply the Borough of Monroeville with a copy of any such policy.

10. The Lessee agrees that the Borough of Monroeville shall not be responsible for the purchase of any such insurance with respect to the mobile home and contents and any immediate appurtenances or property owned by the Lessee and shall not be responsible for any loss of damage to the same by virtue of the acts of any third party or other event or happening.

11. A copy of any rule and regulations with respect to the Lessees' duties, as a resident tenant on the site of the Bel-Air Municipal Pool and Recreation Center, shall be attached to this Agreement and made a part hereto and marked Exhibit "A".

12. Lessee hereby agrees to notify the Borough Manager or Borough Police in the event Lessee is required to be away from the subject premises in excess of a three (3) hour period, with neither of the Lessees being available for inspection or the reporting of any trespassing, vandalism or damage.

13. The term of this Agreement shall be a period of one (1) year from the date of occupancy in the mobile home on this site, it being understood that the exact ~~date on which the tenant~~ takes occupancy of the area provided on the municipal swimming pool and recreation center site shall be dependent upon the ability of the Borough, and the Borough employees, to make the necessary utility connections to the said mobile home.

14. The Lessee hereby agrees to limit the use of alcoholic beverages on the site to within the said mobile home during the hours which the said municipal pool and recreation center is open to the public and when said facility is not open to the public, the Lessee may use such beverages within the mobile home and in the area immediately adjacent thereto as may be directed by the Borough.

15. The Lessee shall be permitted to use the said mobile home for any ordinary purposes and shall be permitted to have a reasonable number of guests at such times as they may desire, with the understanding that the same will in no way interfere with the duties of the Lessee under this Agreement, and further that the same will in no way violate any ordinances of the Borough of Monroeville or rules or regulations with respect to the use and operation of the Bel-Air Municipal Pool and Recreation Center.

16. The Lessee shall comply with the terms of this Agreement and the regulations attached hereto, by completing the necessary forms required and submitting the same to the Borough Manager and Department of Parks and Recreation on a weekly basis.

17. In the event the Lessee terminates this Agreement, except as otherwise herein provided prior to the termination of this Lease, the Lessee shall be responsible for any and all utility costs applied to the Lessee during the entire term of this Agreement. In the event this occurs, the Lessee further hereby agrees to pay the Borough of Monroeville immediately upon termination of this Lease by the Lessee, for any and all costs borne by the Borough with respect to the costs of connection and use of any such utilities.

18. Either party to this Agreement may terminate the same by the giving of three (3) months notice to the other party of intention to terminate this Agreement, without liability to either party beyond the date fixed for termination of the Agreement.

19. It is specifically understood and agreed that the Lessor may terminate this Agreement in the event the Lessee is not performing their agreed function as outlined in this Agreement, or in the event of death of the Lessee, or in the event of the undue absence of the Lessee from the subject premises.

20. This Agreement represents the entire understanding of the parties and there are no other covenants, conditions or agreements which are not specifically herein set forth.

21. Any amendments to this Agreement shall be in writing and executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands and seals the day and year first above written.

BOROUGH OF MONROEVILLE

ATTEST:

By S/ George C. Dale
President of Council

S/ Marshall W. Bond
Secretary

(SEAL)

WITNESS:

S/ John E. Seese (SEAL)
JOHN E. SEESE

S/ Shirley Seese (SEAL)
SHIRLEY SEESE, his wife