

ORDINANCE NO. 1309

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE  
AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER  
INTO AN AGREEMENT WITH THE COUNTY OF ALLEGHENY  
FOR THE RECONSTRUCTION OF ABERS CREEK BRIDGE  
NO. 3 AND ITS APPROACHES, AND ABERS CREEK BRIDGE  
NO. 4 AND ITS APPROACHES

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

Section 1: That the appropriate officials of the Municipality of Monroeville  
are hereby authorized to enter into an agreement with Allegheny County for the recon-  
struction of Abers Creek Bridge #3 and its approaches and Abers Creek Bridge #4, and  
its approaches.

Section 2: That the agreement is hereby approved and ratified and a copy of said  
agreement is attached hereto and made a part hereof, and marked "Exhibit A".

ORDAINED AND ENACTED this 16th day of February, 1982.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ Michael P. Lynch  
Mayor

Entered in Legal Book February 26, 1982

A G R E E M E N T

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1982 by and between the COUNTY OF ALLEGHENY, a political subdivision of the Commonwealth of Pennsylvania, hereinafter called "COUNTY", party of the first part,

A  
N  
D

THE MUNICIPALITY OF MONROEVILLE, a municipal corporation of the Commonwealth of Pennsylvania, hereinafter called "LOCAL MUNICIPALITY", party of the second part;

W I T N E S S E T H:

WHEREAS, the COUNTY proposes to reconstruct Abers Creek Bridge No. 3 and its approaches from Station 39+50 to Station 42+06 on Abers Creek Road (a Borough Road) for a length of 256 feet more or less, and Abers Creek Bridge No. 4 and its approaches from Station 20+86 to Station 23+77 on Cavitt Drive Road (also a Borough Road) for a length of 291 feet more or less, in the Municipality of Monroeville, County of Allegheny, Pennsylvania.

WHEREAS, the LOCAL MUNICIPALITY is desirous and willing to cooperate in these improvements, and is willing to accommodate the County as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and benefits to be derived therefrom and intending to be legally bounded, it is hereby mutually agreed by and between the parties as follows:

THE COUNTY WILL:

1. Reconstruct the superstructures of Abers Creek Bridge No. 3 (AB03) and regrade Abers Creek Road from Station 39+50 to Station 42+06 in accordance with County Drawing No. , Sheets 1 to 2, inclusive, dated .
2. Reconstruct Abers Creek Bridge No. 4 (AB04) and regrade Cavitt Road from Station 20+86 to Station 23+77 in accordance with County Drawing No. , Sheets 1 to , inclusive, dated .
3. At its own cost and expense advertise for the work and award a contract in the name of the COUNTY to the lowest responsible bidder. It is mutually agreed that the COUNTY shall have full and complete charge of the work under this Agreement.
4. Pay for all the physical work and be responsible for the same.
5. When all aforesaid work is completed and accepted by all concerned, the County of Allegheny will assume maintenance responsibilities for Abers Creek Bridge No. 3 from centerline bearing at Station 41+38 to centerline bearing at Station 41+82 and Abers Creek Bridge No. 4 from centerline bearing at Station 21+66.95 to centerline bearing at Station 22+18.95.

THE LOCAL MUNICIPALITY SHALL:

1. Pass a Consent Ordinance prior to or concurrent with the Resolution for the approval of this Agreement, and covenants and agrees to pass any other ordinance which may be necessary for the completion of the work herein provided for in accordance with the plans aforesaid. Certified copies of said ordinance or ordinances are to be filed by LOCAL MUNICIPALITY with the COUNTY'S DEPARTMENT OF ENGINEERING AND CONSTRUCTION, and COUNTY will file copies of said COUNTY plans with LOCAL MUNICIPALITY. All permits and authorizations required for the proper completion of this improvement within the MUNICIPALITY shall be issued or obtained, as the case may be, by LOCAL MUNICIPALITY, and duplicate copies of same shall be supplied to the COUNTY DEPARTMENT OF ENGINEERING AND CONSTRUCTION for its record.

2. Make all adjustments to any existing storm sewers, water lines, sanitary sewers and appurtenances, fire hydrants and/or other facilities belonging to LOCAL MUNICIPALITY which may interfere with the prosecution of the work. Such adjustments shall be made in expeditious manner so as to prevent any undue delay to COUNTY'S Contractor, all without any costs to the COUNTY.

3. Acquire all rights-of-way and easements which are required for the aforesaid road and bridge improvements, and in addition thereto, dedicate to the County the rights-of-way and easements required solely for the bridge improvements.

4. Take over all maintenance responsibilities for Abers Creek Road and Cavitt Drive Road, except as specified in Paragraph 5, Page 2, upon completion of these improvements.

IN WITNESS WHEREOF, THE COUNTY OF ALLEGHENY has caused this Agreement to be signed by its Commissioners, duly attested by the Chief Clerk, and its official seal to be hereunto affixed, and the MUNICIPALITY OF MONROEVILLE, by proper Resolution authorizing the execution of this Agreement, has caused the Agreement to be signed by its proper officers duly attested by its Secretary, and its official seal hereunto affixed, the day, month and year first above written.

ATTEST

COUNTY OF ALLEGHENY

\_\_\_\_\_  
Chief Clerk

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
County Commissioners

ATTEST

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
\_\_\_\_\_  
Municipal Manager

S/ Michael P. Lynch  
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

APPROVED

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

\_\_\_\_\_  
John F. Graham, Jr., P.E.  
Director, Department of  
Engineering & Construction