

ORDINANCE NO. 389

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT WITH ELDO, INC. (FORMERLY KNOWN AS 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 the authority of the same:

SECTION 1: The proper officers of the Borough of Monroeville are hereby authorized to execute a contract with Eldo, Inc. (formerly known as Russell P. Miller, Inc.), a Pennsylvania corporation, in substantially the following form.

THIS AGREEMENT

MADE and entered into this _____ day of _____, 1963, 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 ELDO, INC., (formerly known as 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 the "COMPANY".

W I T N E S S E T H:

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 Property 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 and construct a trunk sanitary sewer line as hereinafter set forth; and

WHEREAS, the Company has agreed to install and construct, at its own 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 at the signing hereof the sum of \$42,000.00 as advance payment of "tap-in" rights to be used in connection with the erection of buildings on the Property so as to enable the Borough to proceed forthwith to install and construct said trunk sanitary sewer line; and

WHEREAS, the Borough desires to fix the method or formula for determining the number of "tap-in" rights required for each parcel of the Property for buildings erected or to be erected thereon.

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 a point on the westerly right of way line of the Pennsylvania Turnpike, which is the easterly property line of the Property, and thence 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 as marked in red on Exhibit "B" hereof provided, however, the exact route of said sewer line shall be fixed by the Borough. The Borough will promptly by appropriate measures do all things necessary or expedient for installation and construction of said sewer.

(2) The Company will install, at its expense, lateral and trunk sanitary sewer lines within the Property to service the buildings erected or to be erected on said Property substantially in accord with Exhibit "A" thereof, and will connect the same to the trunk sewer line to be constructed by the Borough under the terms hereof. 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 said sewer lines installed by the Company in accordance with this agreement. The Borough agrees to accept said sewer lines, and any extension thereof, and to operate the same as part of its sanitary sewer system. The Borough agrees that it will not assess, lien or charge the Company or its assigns, or the Property for or by reason of the installation of such lines.

(3) The Company will pay to the Borough at the signing and delivery hereof the sum of \$42,000.00 as payment in advance for

168 "tap-in" rights as hereinafter defined for the purpose of making connections from any buildings now erected or hereafter to be erected on the Property to the sanitary sewer system of the Borough, including the sewers installed or to be installed by the Company within the Property as herein provided. Upon the signing and delivery hereof the Borough agrees to deliver to the Company an appropriate instrument evidencing the granting of such 168 "tap-in" rights. It is agreed that such 168 "tap-in" rights shall be allocated to parcels of the property on which buildings have been or will be erected as hereinafter provided; that any such rights not allocated to parcels of the Property may not be transferred to or used for other land; and that the Company shall not be entitled to a refund or return of any part of said \$42,000.00 for any "tap-in" rights not allocated to parcels of the Property or used for or on said Property.

(4) It is agreed that for the purpose of determining the number of "tap-in" rights required for each parcel of the Property on which buildings have or will be erected, the Borough shall cause the water consumption of the building erected on each parcel during the first year after the building is initially occupied to be measured accurately and will promptly advise the company of such water consumption and the method of measurement. The quantity so measured shall be divided by 4 to arrive at average quarterly consumption. It is further agreed that for each 15,000 gallons of such water consumption, in said three month period, one (1) "tap-in" right or fraction thereof shall be allocated to the parcel on which such building is or shall be erected, and shall be charged against such 168 "tap-in" rights, and after such allocation no further or additional "tap-in" rights shall be required at any time for any use made of such parcel, and such parcel, and the buildings now or hereafter erected thereon or any addition, extension or alteration thereof, irrespective of the uses thereof at any time, shall be free and discharged of any charge of any kind for the use in any way of the sanitary sewer system of the Borough of Monroeville, except for the sewage disposal charge reserved in Paragraph 5 hereof. It is further agreed that any "tap-in" rights in excess of the said 168 rights that may be required for the Property, the Company shall pay to the Borough promptly at the time the amounts of such rights for each parcel are determined as hereinbefore provided with respect to said 168 rights, the sum of \$250.00 for each such additional required "tap-in" right, and thereupon no further or additional "tap-in" right for such parcel shall be required and such parcel shall be free and discharged as aforesaid.

(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 and installation of the said sanitary trunk line sewer to be constructed or installed by the

Borough under the terms hereof so that the Company, its successors and assigns, and the said Property shall be free and discharged of any lien, assessment or claim of any kind by reason of the construction and installation of the said trunk line sewer. The Borough agrees that it will not make any charge in any form for the use of the said ~~trunk line sewer or sewers of~~ Monroeville Borough connected thereto, or for connection to any of the sewers installed by the Company on the Property except as hereinbefore provided; provided, however, that the Borough shall have the right to charge a fee for the inspection of any physical connection or tap made by the Company or its successors or assigns but in no event shall such fee exceed \$50.00 for each physical tap or connection, and provided, further that nothing herein shall prevent the Borough, or an Authority established by it, or the Allegheny County Sanitary Authority, from making lawful charges for the treatment and disposal of sewage from the Property.

(6) Upon the signing and delivery of this agreement, by both parties, the agreement between the Borough and Russell P. Miller, Inc., dated August 8, 1962, shall be null and void upon the Borough returning to the Company the sum of \$40,300.00 paid by the Company to the Borough under the terms of said agreement.

(7) This Agreement is entered into by the Borough pursuant to Ordinance No. _____ adopted at a meeting of Council held on the _____ day of _____, 1963,

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

THE BOROUGH OF MONROEVILLE

By _____

ATTEST:

ELDO, INC.

Secretary

ATTEST:

By _____
President

Secretary

EXHIBIT "C"

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, etux, be 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° 35' East 300 feet to a point; thence continuing by the same South 0°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°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 Park North 0° 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.

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 _____ day of _____, 1963.

ATTEST:

BOROUGH OF MONROEVILLE

G/ Gladys Diller
Secretary

By S/ A. O. Strathern
President of Council

Examined and approved by me this _____ day of _____, 1963.

Mayor

This Ordinance duly enacted April 4, 1963 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, Apr. 18, 1963 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 nothing (0), this Ordinance was duly enacted, and becomes law without the approval of the Mayor.

S/Gladys Diller
Secretary