

ORDINANCE NO. 436

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT WITH THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, PROVIDING FOR THE ADVANCEMENT OF COSTS FOR THE CONSTRUCTION OF A SANITARY SEWER LINE AND PROVIDING FURTHER FOR THE REIMBURSEMENT THEREOF.

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 enter into a contract with the Bell Telephone Company of Pennsylvania in substantially the following form:

A G R E E M E N T

THIS AGREEMENT made and entered in this _____ day of _____, 1964, by and between BELL TELEPHONE COMPANY OF PENNSYLVANIA, a Pennsylvania corporation, with its principal place of business in the City of Philadelphia, Pennsylvania, party of the first part,

A N D

the BOROUGH OF MONROEVILLE, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania, and seated in Allegheny County, Pennsylvania, party of the second part,

W I T N E S S E T H:

WHEREAS the party of the first part is presently developing a certain tract of land situate along Broadway in the Borough of Monroeville, and is to erect one or more buildings thereon; and

WHEREAS it is the desire of the said party of the first part to have municipal sewer facilities servicing their said property; and

WHEREAS the said party of the first part has indicated its willingness to advance to the Borough of Monroeville the cost of constructing the said sanitary sewer facilities sufficient to service its said property, providing the same is reimbursed to it out of future income to the Borough of Monroeville from the users of the said sanitary sewer line as so constructed; and

WHEREAS it appears that the approximate cost of constructing the said sewer facilities to service the property of the party of the first part shall be Five Thousand Five Hundred (\$5,500.00) Dollars and an additional Two Hundred Ten (\$210.00) Dollars to secure a necessary right-of-way from the Pennsylvania Railroad Company;

NOW, THEREFORE, In consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

(1) Upon execution of this Agreement the party of the first part shall pay to the Borough of Monroeville the sum of Five Thousand Seven Hundred Ten (\$5,710.00) Dollars on account of this Agreement.

(2) The said sum of Five Thousand Seven Hundred Ten (\$5,710.00) Dollars or, at the discretion of the Borough of Monroeville, an equal sum obtained from other sources, shall be used by the Borough of Monroeville for the payment of all engineering fees, rights-of-way, licenses, permits and costs of construction of a sanitary sewer line from a point on the property of the party of the first part through certain other private properties within the Borough of Monroeville and to connect with an intercepting sewer line of the Allegheny County Sanitary Authority as laid out and shown as part of the plans of the Borough of Monroeville Adderly Sewer Project Contract No. 6417-S, commencing from an existing manhole on the Allegheny County Sanitary Authority interceptor at Station No. 150+85.66 to a point shown as manhole No. 2.

(3) The Borough of Monroeville shall cause the plans and specifications of the said sewer line to be prepared or approved by its Engineer, and shall have a contract for the construction thereof advertised for bids in a manner as now provided by law.

(4) Should the total of said construction and engineering costs, licenses, permits and rights-of-way exceed Five Thousand Seven Hundred Ten (\$5,710.00) Dollars, and should the party of the first part refuse to advance any additional amount necessary to cover such excess, then the Borough of Monroeville may, at its option:

- a. Proceed with the construction of said sewer line, advancing any additional costs out of its own funds or the funds of other sources; or
- b. Terminate this Agreement without further action.

(5) In the event that the Borough of Monroeville elects to terminate this Agreement under the terms of paragraph (4) b above, the Borough of Monroeville shall, after deducting all expenses incurred in connection with this Agreement for engineering fees, legal fees or advertising fees, or for costs of construction if the same is commenced, pay over any remaining balance of the said sum of Five Thousand Seven Hundred Ten (\$5,710.00) Dollars to the party of the first part forthwith.

(6) The plans and specifications of the said sewer line shall be made and determined solely by the Borough of Monroeville.

(7) It is understood by the parties hereto that the said sewer line shall be designed to service properties along its route, as well as to be further extended, at the discretion of the Borough of Monroeville, to service such additional properties as the Borough may determine.

(8) The said sum of Five Thousand Seven Hundred Ten (\$5,710.00) Dollars paid to the Borough of Monroeville under the terms of this Agreement shall be available for the payment of construction costs, engineering costs, rights-of-way acquisition, and any licenses or permits that may be necessary for use in connection with the completion of the said project. If an equal sum, obtained from other sources, is used for the construction and completion of the said project, then the said sum of Five Thousand Seven Hundred Ten (\$5,710.00) Dollars paid by the party of the first part under the terms hereof may be used by the Borough of Monroeville for any other lawful municipal purpose.

(9) Upon completion of the sewer line to be built pursuant to this Agreement, and after deducting any costs or expenses advanced by the Borough of Monroeville or any other agency or Authority on its behalf, and after deducting the fixed fee or other charges of the Borough of Monroeville for the use of the said sewer line and sewer system of the Borough by the party of the first part, the balance of the money, if any, so advanced by the party of the first part under the terms hereof shall be reimbursed to it by the Borough of Monroeville out of any fixed fee charges received from additional users connecting into this sewer line. The same shall be payable by the Borough of Monroeville, without interest, only when, as and if received during a period of ten (10) years from the date hereof. At the expiration of such ten (10) year period the Borough of Monroeville shall have no further obligation for such reimbursement. The Borough of Monroeville shall deduct from such fixed fee charges, before the same are reimbursed to the party of the first part, any additional costs or expenses to the Borough for extending the sewer service to the additional users.

(10) It is further understood and agreed that as between the parties hereto the said sewer line constructed under the terms hereof shall be and at all times remain the property of the Borough of Monroeville.

(11) This Agreement shall be binding upon the parties hereto, their successors and assigns.

(12) The execution of this Agreement has been authorized by Ordinance No. _____ of the Borough of Monroeville, duly enacted at a regular meeting of Council held on the _____ day of _____, 1964.

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

Attest:

BELL TELEPHONE COMPANY OF PENNSYLVANIA

By _____

BOROUGH OF MONROEVILLE

By _____

Secretary

President of Council

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Section 2. Any ordinances or parts of ordinances in conflict with any of the parts of this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED this 28th day of May, 1964.

BOROUGH OF MONROEVILLE

Attest:

By S/Frank A. Witt
President of Council

S/Gladys Diller
Assistant Secretary

EXAMINED AND APPROVED this 29th day of May, 1964.

S/John J. Duncan
Mayor