

ORDINANCE NO. 319

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT WITH SAMPSON LAND COMPANY, 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 the authority of the same.

SECTION 1. The proper officers of the Borough of Monroeville are hereby authorized to execute a contract with SAMPSON LAND COMPANY, in substantially the following form:

- A G R E E M E N T -

THIS AGREEMENT made and entered into this _____ day of _____, 1962, by and between SAMPSON LAND COMPANY, a Pennsylvania Corporation located in the Borough of Monroeville, Allegheny County, 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 said Sampson Land Company is presently developing a certain tract of industrial property known as the Golden Mile along Pennsylvania Legislative Route #286 in the Borough of Monroeville; and

WHEREAS, it is the desire of the said party of the first part to have municipal sewer facilities serving their said properties; and

WHEREAS, the said party of the first part has indicated its willingness to advance to the Borough of Monroeville the cost of constructing sanitary sewer facilities to service its said properties, provided the same is reimbursed to it out of future income to the Borough of Monroeville from the other users of the said sanitary sewer line so constructed.

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

1. Upon execution of this Agreement, party of the first part shall deposit with Norman H. Sanderson, Treasurer of the Borough of Monroeville, the sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS to be held by the said Treasurer as escrow agent for the parties hereto, which sum shall be set aside in a separate bank account with

the Pittsburgh National Bank, Miracle Mile Office.

2. The said sum of TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS shall be used by the said escrow agent for the payment of all engineering fees, rights-of-way, permits and costs of construction of a sanitary sewer line from the property of the said party of the first part, through certain other private properties, to connect with existing sanitary sewer facilities of the Borough of Monroeville, as laid out and shown on plans of the Borough of Monroeville, known as Contract No. 6201-S.

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

4. Should the total of the said construction and engineering costs, permits and rights-of-way exceed TWENTY-FIVE THOUSAND (\$25,000.00) DOLLARS, and should the party of the first part refuse to advance the additional amounts necessary to cover such costs, then the Borough of Monroeville may, at its option,

(a) Proceed with the construction of the said sewer line, advancing any additional cost out of its own funds; 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 said escrow agent shall reimburse to the Borough of Monroeville all expenses incurred in connection with this Agreement for engineering fees, legal fees or advertising fees, or for costs of construction if the same has commenced. The remaining balance of the said escrow fund shall forthwith be repaid to the said party of the first part.

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 property owners along its route as well as to be further extended at the discretion of the Borough of Monroeville to service such additional properties as it may see fit.

8. The escrow fund established under the terms of this Agreement shall be available for the payment of construction costs, engineering costs, rights-of-way acquisition and any permit fees that may be necessary for the use of state or county road rights-of-way or the crossing thereof.

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, and the fixed fee or other charges of the Borough of Monroeville for the use of the said sewer line and trunk line system of the Borough, the balance of the monies so advanced by the party of the first part under the terms hereof shall

be reimbursed to it by the Borough 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 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 by the parties hereto that 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 heirs, executors, administrators, successors and assigns.

12. The execution of this Agreement has been authorized by an Ordinance of the Borough of Monroeville at a meeting of Council of the said Borough, held on the 9th day of January, 1962.

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

ATTEST:

SAMPSON LAND COMPANY

BY _____

ATTEST:

BOROUGH OF MONROEVILLE

S/A.H.Curtis
Secretary

BY _____

President of Council

SECTION 2. Any Ordinance or part of any Ordinance that shall conflict with this Ordinance is hereby repealed to the extent of such conflict.

ORDIANED AND ENACTED this 9th day of January, 1962.

BOROUGH OF MONROEVILLE

By S/A.O.Strathern

President of Council

ATTEST:

S/A.H.Curtis
Secretary

EXAMINED and APPROVED by me this 9th day of January, 1962

S/John J. Duncan,
Mayor