

BOROUGH OF MONROEVILLE

ORDINANCE NO. 403

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT WITH SIBARCO CORPORATION, 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 Sibarco Corporation in substantially the following form:

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of ___, 1963, by and between SIBARCO CORPORATION located at 1100 Chamber of Commerce Building, Pittsburgh 19, 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 located in Allegheny County, Pennsylvania, party of the second part.

WITNESSETH:

WHEREAS, the said party of the first part has an automobile service station situated on the property located on Old William Penn Highway and Center Road in the Borough of Monroeville, and

WHEREAS, it is the desire of the party of the first part to have sanitary sewer facilities serve the said property; and

WHEREAS, the said party of the first part has indicated its willingness to advance to the Borough of Monroeville a sum sufficient to construct said sanitary sewer facilities to the property involved.

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

- 1. Upon execution of this Agreement, party of the first part shall deposit with the Treasurer of the Borough of Monroeville, the sum of Thirty Five Hundred (\$3500.00) 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 Thirty Five Hundred (\$3500.00) Dollars shall be used by the 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 to and for the purpose of connecting with the existing sanitary sewer facilities to the party of the second part.

3. The party of the second part shall cause plans and specifications of the said sewer line to be prepared by its engineers, and shall have the contract for the construction of the said sewer advertised for bids in the manner provided by law.

4. Should the total of the said construction and engineering costs, permits and rights-of-way exceed Thirty Five Hundred (\$3500.00) 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 party of the second part elects to terminate this Agreement under the terms of Paragraph 4-b above, the said escrow agent shall reimburse to the party of the second part for all expenses incurred in connection with this Agreement for engineering, legal or advertising fees, and for costs of construction if the same has commenced. The remaining balance of the said escrow fund shall forthwith be repaid to the party of the first part.

6. The plans and specifications of the said sewer line shall be made in accordance with the regulations of the party of the second part.

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 party of the second part to service such additional properties as it may see fit.

8. When the party of the second part establishes a commercial tap-in fee for the use of the sanitary sewers the Thirty Five Hundred (\$3500.00) Dollars hereby deposited shall be credited to the account of the party of the first part for the charges of the sanitary sewer. In the event that aforesaid sum is insufficient to pay the established tap-in fee, the party of the first part hereby agrees to pay on demand to the party of the second part the additional

sum necessary to pay said charge. In the event that the established charge is less than Thirty Five Hundred (\$3500.00) Dollars the party of the second part will promptly refund the difference to the party of the first part.

9. It is hereby understood and agreed that the term "commercial tap charges" as used herein shall be construed broadly, so as to include any type of charge established by the Borough of Monroeville, for the payment or the recovery of, costs, damages and expenses for the construction of said sewer line, excepting charges for the treatment of sewage.

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 party of the second part its successors or assigns.

11. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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

SIBARCO CORPORATION

Attest:

BY _____

BOROUGH OF MONROEVILLE

Attest:

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.

ORDAINED AND ENACTED this 25th day of July, 1963.

BOROUGH OF MONROEVILLE

Attest:

By S/A. O. Strathern
President of Council

S/Gladys Diller
Secretary

Examined and approved by me this 29 day of July, 1963.

S/John J. Duncan
Mayor