

BOROUGH OF MONROEVILLE

ORDINANCE NO. 199

AN ORDINANCE AUTHORIZING AN AGREEMENT OF ARBITRATION BETWEEN THE BOROUGH OF MONROEVILLE AND MURRAY THOMPSON, AND PROVIDING FOR THE TURNING OVER OF CERTAIN WORK TO THE BOROUGH BY MURRAY THOMPSON, AND FOR THE APPOINTMENT OF ARBRITRATORS AND THEIR PAYMENT, AND FOR THE PAYMENT OF MURRAY THOMPSON'S CLAIMS AGAINST THE BOROUGH.

BE IT ORDAINED AND ENACTED by the Council of the Borough of Monroeville, and it is hereby ordained and enacted by authority of the same that the Burgess and President of Council are hereby empowered and directed for and in behalf of the Borough to execute and deliver, and the secretary is hereby directed to attest an agreement with Murray Thompson in substantially following form:

ARBITRATION AGREEMENT

THIS ARBITRATION AGREEMENT made this 2 day of June, 1960, by and between Borough of Monroeville of Allegheny County, Pennsylvania, hereinafter called Borough, and Murray Thompson, hereinafter called Thompson.

WHEREAS, disputes have arisen between the parties as to the amount of debt owed by Borough to Thompson for engineering and surveying services rendered the Borough; and

WHEREAS, the parties hereto have agreed to settle such dispute by arbitration as herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The parties hereto do hereby submit to arbitration under the terms and conditions hereinafter set forth their respective claims and controversies arising out of the disputes hereinbefore mentioned together with all demands and differences.

2. The said Borough does hereby designate Martin Lubow, Esq. residing at No. 280 Lilac Drive of the Borough of Monroeville, County of Allegheny and Commonwealth of Pennsylvania, as an arbitrator, and the said Thompson does hereby appoint William S. Wilcox of the Township of Loyalhanna, County of Westmoreland and Commonwealth of Pennsylvania as an arbitrator. Within 10 days after the date of this agreement, the said arbitrators shall by an instrument in writing signed by them appoint a third person as an additional arbitrator.

3. The said arbitrators so appointed shall commence hearings within 5 days after the appointment of the third arbitrator and shall cause notices of such hearings to be given to the parties hereto by registered mail addressed to the said parties at the addresses herein set forth. Such meetings shall be held at Municipal Building, of the

Borough of Monroeville, or at such other place as may be designated by the arbitrators.

4. The arbitrators shall have the power to adjourn any hearings or hearing to a future date or dates, but such adjournments shall not be made for periods that will postpone the completion of this arbitration for more than 3 weeks.

5. At the hearings under this arbitration the said arbitrators shall receive all evidence that may be submitted to them by the parties hereto and may view all work constructed or drawn (and shall not be bound by the strict rules of evidence in force in the courts in this state but may receive any evidence that to said arbitrators or a majority thereof feel has any bearing upon the matters in controversy or that will enable the said arbitrators to arrive at a fair and proper decision.) Each of the parties may be represented by an attorney who shall have the right to cross examine the witnesses of the other party.

6. The said arbitrators shall within 5 days after the completion of the taking of testimony under this arbitration determine all matters submitted to them and make an award. Such award shall be executed in duplicate, and one copy thereof shall be delivered to each party. It shall not be necessary for all of such arbitrators to join in such determination and award, but the determination and award of a majority of such arbitrators shall be final and binding upon the parties and shall be a complete bar to any claims or demands in favor or either party against the other. The award shall be paid forthwith.

7. Thompson shall contemporaneous, with signing this agreement, turn over copies of all plans, charts, and other work done for the Borough.

8. The Borough shall contemporaneous, with signing this agreement, pay Thompson the sum of Eleven thousand (\$11,000) Dollars on account of any sum that may be found to be due to him.

9. Thompson further agrees that if the Borough does not have copies of any plans, surveys, etc. previously delivered to it by Thompson and for which Thompson has a signed receipt of a responsible official of the Borough, that Thompson will make new copies of the plans, surveys, etc. and deliver them to the Borough charging only his normal cost of printing the copies, which charge the Borough agrees to pay and the sum so found may be added to the award in this case.

10. All expenses incurred or paid by reason of this arbitration, including the reasonable fees and expenses of the arbitrators, shall be borne equally by the parties hereto.

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

BOROUGH OF MONROEVILLE

By \_\_\_\_\_  
Burgess

ATTEST:

\_\_\_\_\_  
Borough Secretary

\_\_\_\_\_  
President of Council

\_\_\_\_\_  
Murray Thompson

SECTION 1. Any Ordinance or part of an Ordinance that shall conflict with this Ordinance is hereby repealed to the extent of the said conflict.

ORDAINED AND ENACTED into law in Council this 2 day of June, 1960.

ATTEST:

Arthur H. Curtis  
Secretary

s/ Thomas Harter  
President of Council

EXAMINED AND APPROVED by me this 2 day of June, 1960.

s/ Anthony J. Martin  
Burgess