

ORDINANCE NO. 307

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE PROVIDING FOR THE EXECUTION OF A CONTRACT WITH J. GREENBERG, INC. AND WILBUR SMITH, TRADING AS MONROEVILLE IDEAL DRY CLEANING, 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 J. GREENBERG, INC. and WILBUR SMITH, trading as, MONROEVILLE IDEAL DRY CLEANING, in substantially the following form:

A G R E E M E N T

THIS AGREEMENT made and entered into this _____ day of _____, 1961, by and between J. Greenberg, Inc. a Pennsylvania Corporation located in the Borough of Monroeville, Allegheny County, Pennsylvania, and WILBUR SMITH, an individual, trading as MONROEVILLE IDEAL DRY CLEANING of the Borough of Monroeville, Allegheny County, Pennsylvania, parties of the first part,

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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,

WITNESSETH:

WHEREAS, the said J. Greenberg, Inc. is presently constructing a commercial building at the southwesterly corner of the intersection of Moss Side Boulevard (Pennsylvania State Highway Route 48) and Northern Pike in the Borough of Monroeville, and

WHEREAS, the said Wilbur Smith is the owner of a certain property and business approximately at the southeasterly corner of the intersection of Moss Side Boulevard and Northern Pike in the Borough of Monroeville, and

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

WHEREAS, the said parties of the first part have indicated their willingness to advance to the Borough of Monroeville the cost of constructing sanitary sewer facilities to service their said properties provided the same is reimbursed to them 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 promises and covenants herein contained, the parties hereto agree as follows:

1. Upon execution of this Agreement, parties of the first part shall deposit with Norman H. Sanderson, Treasurer of the Borough of

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Monroeville, the sum of FIFTEEN THOUSAND (\$15,000.00) 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 FIFTEEN THOUSAND (\$15,000.00) 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 parties of the first part along Northern Pike across Pitcairn Road and connecting with existing sanitary sewer facilities of the Borough of Monroeville.

3. The Borough of Monroeville shall cause plans and specifications of the said sewer line to be prepared by its consulting engineers, 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 cost of construction of the said sewer line together with the attendant engineering fees, permits and rights-of-way, exceed the sum of FIFTEEN THOUSAND (\$15,000.00) DOLLARS, the said parties of the first part agree to increase the said escrow fund to the extent of the additional cost thereof, up to a maximum of TWENTY THOUSAND (\$20,000.00) DOLLARS.

5. Should the total of the said construction and engineering costs, permits and rights-of-way exceed TWENTY THOUSAND (\$20,000.00) DOLLARS, and should the parties 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.

6. In the event that the Borough of Monroeville elects to terminate this Agreement under the terms of Paragraph 5-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 paid to the said parties of the first part.

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

8. 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.

9. The escrow fund established under the terms of this Agreement shall be available for the payment of construction costs, engineering costs.

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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

10. 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 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 parties of the first part under the terms hereof shall be reimbursed to them 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 parties of the first part, any additional costs or expenses to the Borough for extending the sewer service to the additional users.

11. 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.

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

13. 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 _____ day of _____, 1961

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

ATTEST: J. GREENBERG, INC.
By

WITNESS: WILBUR SMITH, trading as
MONROEVILLE IDEAL DRY CLEANING
By

ATTEST: BOROUGH OF MONROEVILLE
S/
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 10th day of October, 1961.
ATTEST: S/A.H.Curtis Secretary
BOROUGH OF MONROEVILLE
By S/A.O.Strathern
President of Council

EXAMINED AND APPROVED by me this 10th day of October, 1961
S/Anthony J Martin
Mayor