

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE, PROVIDING FOR THE EXECUTION OF A CONTRACT WITH EASTWOOD DEVELOPMENT 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 Eastwood Development Company in substantially the following form:

AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____ 1963, by and between Eastwood Development Company, a Pennsylvania Corporation and being domiciled in the County of Allegheny in said Commonwealth, party of the first part,

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D

THE BOROUGH OF MONROEVILLE, a Municipal Corporation organized and existing under the laws of the Commonwealth of Pennsylvania and being located in the aforesaid county and state, party of the second part.

WITNESSETH:

WHEREAS, the party of the first part has a plan of lots known as Rosecrest Village Plan in which it desires to construct and install a system of sanitary sewers to serve said lots; and

WHEREAS, it is the desire of the party of the first part to connect said sanitary sewer system to a public sewer system of the party of the second part; and

WHEREAS, the party of the first part desires to have the sanitary sewer system of the party of the second part extended to serve the said Rosecrest Village Plan of Lots and in consequence of said desire, is willing and able to advance to the party of the second part a sum of money to defray the cost of extending said sanitary sewer system of the party of the second part provided that the same is reimbursed to them or they are given credit therefor when others connect to said sanitary sewer system.

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

1. Upon the execution of this agreement, the party of the first part shall deposit with the Treasurer of the Borough of Monroeville the sum of \$10,000.00 to be held by him in a separate fund for the account of the party of the second part.
2. The said sum of \$10,000.00 shall be used by the said Treasurer for the payment of all Engineering fees, rights of way, permits and costs of extension of the sanitary sewer facilities of the party of the second part to the property of the party of the first part in the Rosecrest Village Plan of Lots.
3. The party of the second part shall cause plans and specifications of the extension of said sewer system to be prepared by its Engineers, and shall have the contract for the construction of said sewer extension advertised for bids in accordance with law.
4. Should the total cost of the extension of said sanitary sewer system of the party of the second part including engineering fees, legal costs, permits and rights of way exceed \$10,000.00 the party of the first part, at its option may pay a sum equivalent to said additional costs.
5. In the event that the party of the first part does not desire to advance the additional costs for said extension, then the party of the second part may, at its option,
 - (a) proceed with the construction of said sewer line advancing any additional costs out of its own fund; or
 - (b) terminate this agreement without any further action.
6. In the event that the party of the second part elects to terminate this agreement under the terms of the foregoing paragraph, the said Treasurer of the Borough of Monroeville shall reimburse the party of the second part for all expenses incurred in connection with this agreement including engineering fees, legal fees, advertising fees, and for costs of construction if the same has commenced. The remaining balance of said fund shall forthwith be repaid to the party of the first part.
7. The plans and specifications for the extension of the said sewer system of the party of the second part shall be made and determined solely by the party of the second part.

8. It is understood by the parties hereto that the extended sewer facilities shall be designed to serve the property owners along its route and the party of the second part shall have a right to further extend said sanitary sewer facilities at the sole discretion of the Council of the party of the second part.

9. The fund deposited hereunder shall be available for the payment of construction costs, engineering costs, acquisition of rights of way and any permit fees that may be necessary for the use of any State or County roads or any part thereof and payments therefore shall be made by and upon direction of the Council of the party of the second part.

10. Upon completion of the extension of the sanitary sewer facilities of the party of the second, part, the money so advanced by the party of the first part under the terms hereof shall be reimbursed to it by the party of the second part out of any fixed fee charges received from additional users connecting into the sewer line. However, if the party of the second part has expended money of its own in the construction, engineering or acquisition of rights of way or permits, the party of the second part shall be first reimbursed in full for any sum so expended under any fixed fee charges received from such additional users connecting thereto before any of such fixed fee charges shall be applied toward reimbursement to the party of the first part. Furthermore, such reimbursement shall be payable by the party of the second part only when as and if received during a period of ten years from the date hereof. At the expiration of such ten years period the party of the second part shall have no further obligations for such reimbursement. If the said sewer line shall be extended by the party of the second part to service any users, all costs and expenses of such extension shall first be paid out of the fixed fee charges from any additional users before the same are applied to reimbursement to the party of the first part as hereinabove set forth.

11. The total reimbursement due the party of the first part hereto shall be reduced by any fixed fee charges to the property of the buildings of the party of the first part serviced directly or indirectly by the extended sewer system.

12. Nothing herein contained shall in any way be construed to establish the fixed fee charges or any other charges for the use of said sewer by the party of the first part, its successors, assigns or lessees, it being expressly understood by the parties that such charges shall be paid pursuant to law and the ordinance of the party of the second part.

13. 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 or its assigns.

14. The party of the first part shall construct the sanitary sewer system in the Rosecrest Village Plan of Lots in accordance with the specifications of the party of the second part and when the public facilities in the said Rosecrest Village Plan of Lots are dedicated to the party of the second part, the sanitary sewer thus constructed in said plan will also be dedicated to the party of the second part.

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

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

EASTWOOD DEVELOPMENT COMPANY

By _____

ATTEST:

BOROUGH OF MONROEVILLE

By S/ A. O. Strathern

Attest:

S/ Gladys Diller

SECTION 2: All Ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED INTO AN ORDINANCE THIS 28th DAY OF MARCH, 1963.

BOROUGH OF MONROEVILLE

By S/ A. O. Strathern
President of Council

Attest:

S/ Gladys Diller
Secretary

Examined and approved by me this 3rd day of April, 1963.

S/ John J. Duncan
Mayor