

CITY OF SHARON, PENNSYLVANIA

BILL NO. 22-09

ORDINANCE NO. 22-09

Introduced by, Mr. Connelly - November 12, 2009

Passed finally,

AN ORDINANCE OF THE COUNCIL OF THE CITY OF SHARON, COUNTY OF MERCER, COMMONWEALTH OF PENNSYLVANIA, AUTHORIZING THE LEASE OF 1000 SQUARE FEET OF THE MUNICIPAL BUILDING TO THE CITY OF SHARON SANITARY AUTHORITY FOR OFFICE PURPOSES FOR AND IN CONSIDERATION OF \$14,000.00 FOR A TERM OF ONE YEAR.

BE IT ORDAINED AND ENACTED by the Council of the City of Sharon and it is hereby ordained and enacted by the authority of the same as follows:

SECTION 1. LEASE The City Council authorizes and directs the proper City officials to prepare, execute, and deliver a Lease Agreement to the City of Sharon Sanitary Authority for 1,000 square feet of the Municipal Building Second Floor for and in consideration of \$14,000 dollars for a term of one year.

SECTION 2. SEVERABILITY. The provisions of this Ordinance shall be severable and, if any of the provisions hereof shall be held unconstitutional, void or otherwise unenforceable, such shall not affect the validity of any of the remaining provisions of said Ordinance.

SECTION 3. REPEALER. All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective immediately

ORDAINED AND ENACTED finally into law by the Council of the City of Sharon, this 17<sup>th</sup> day of December, 2009.

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PRESIDENT OF COUNCIL

ATTEST:

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CITY CLERK

**AGREEMENT**

**THIS AGREEMENT** entered into this \_\_\_\_\_ day of November, 2009, by and between :

**CITY OF SHARON**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter "**City**"

AND

**CITY OF SHARON SANITARY AUTHORITY**, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania, hereinafter "**Authority**"

**Whereas**, the Authority owns and operates a Waste Water Treatment Plant and collection system (hereinafter "WWTP") in the City of Sharon; and

**Whereas**, the parties are desirous of entering into a cooperation agreement;

**NOW THEREFORE**, in consideration of the mutual premises promises and covenants hereinbefore and hereinafter set forth, the Parties agree as follows:

1) The City demises and lets to the Authority, and the Authority hires and takes as tenant of the City for the period commencing January 1, 2010 and ending January 1, 2011, the premises known as the Sharon Wage Tax Office, including the safe area and one additional office, being approximately 1000 square feet on the second floor of the Sharon Municipal Building, Sharon, Mercer County, Pennsylvania, together with all the desks, telephones, and equipment therein along with such common areas as to permit ingress and egress, for and in consideration of the payment by the Authority of \$14,000, payable in equal monthly installments of \$1,166.66, due on the first day of each month. This monthly rental includes all public utility and internet costs

associated with the space demised (except long distance charges).

2) The City agrees to provide to the Authority, for and in consideration of \$75,000, the administrative support services as set forth on Exhibit "A" along with all the fuel, oil, and fluids necessary to operate the vehicles sold to the Authority during 2009, along with providing adequate garaging facilities . The consideration shall be paid on or before the last day of each month for services provided during that month in installments of \$6,250.66.

3) Effective January 1, 2010, the Authority will be responsible for the administration of the downspout inspection program within the corporate limits of the City of Sharon and shall be entitled to retain all revenues generated from that program and set all fees associated therewith.

4) Effective January 1, 2010, the Authority will provide, at no cost to the City, all labor necessary for the operation of the City's storm water system. The City will be responsible for all material and/or capital costs incurred in the maintenance of the storm water system. The Authority shall not be responsible to provide labor that it reasonably believes is beyond the technical competence of its employees.

5) Effective January 1, 2010, the Authority will, subject to its prior operational needs, make its employees available to help the City deal with snow emergencies at the Authority's actual hourly costs

6) Effective January 1, 2010, the City designates the Authority as its agent for responding to PA One Call requests.

7) This agreement, and any incorporations herein, constitutes the entire agreement between the City and the Authority with respect to the subject matter contained herein, and supersedes all prior oral and/or written agreements, understandings, and communications between the parties with respect to the subject matter hereof. This agreement shall not be in any way

modified, abridged or amended except in writing signed by the parties to be bound thereby.

8) The City, in further consideration of the execution of this agreement by the Authority agrees to indemnify and save harmless the Authority from and against all loss or expense by reason of any liability imposed by law upon the Authority for damages arising out of or in consequence of the performance or non-performance of this agreement by the City.

The Authority, in further consideration of the execution of this agreement by the City agrees to indemnify and save harmless the City from and against all loss or expense by reason of any liability imposed by law upon the City for damages arising out of or in consequence of the performance or non-performance of this agreement by the Authority

9) The parties hereto hereby covenant not to discriminate against any employee or applicant for employment to be employed in the performance of this contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of his or her age, or sex, except where based on a bona fide occupational qualification, or because of his race, color, religion, handicap, familial status, or national origin, and to require a similar covenant on the part of any subcontractor employed in the performance of this agreement.

10) This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and all duties, obligations and liabilities of the City and of the Authority with respect to same shall be deemed to have occurred in Mercer County, Pennsylvania.

11) All notices which may be proper or necessary to be served hereunder shall be in writing and shall be served by certified mail, postage prepaid, with return receipts requested. All notices addressed to the City shall be sent to the Finance Director, City of Sharon, 155 West Connelly Boulevard, Sharon, Pennsylvania 16146. All notices addressed to the Authority shall be sent to Executive Director Sharon Sanitary Authority, 155 West Connelly Boulevard, Sharon, Pennsylvania 16146.

12) If any section, subsection, sentence, clause or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

INTENDING TO BE LEGALLY BOUND, the parties have hereunto caused to be set their hands and seals the date first set forth above.

**CITY OF SHARON**

By \_\_\_\_\_

**CITY OF SHARON SANITARY  
AUTHORITY**

By  \_\_\_\_\_