

ORDINANCE NO. 1021

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING OFFICIALS TO ENTER A RELEASE AGREEMENT
WITH JOHN K. HERSAK AND HAZEL M. HERSAK, HIS WIFE

BE IT ORDAINED AND ENACTED by the Municipality of Monroeville, in Council,
assembled as follows:

SECTION I. The Municipal Officials of Monroeville are hereby authorized to enter a release agreement with John K. Hersak and Hazel M. Hersak, his wife and are hereby authorized to pay the sum of Three Hundred and Fifty (\$350.00) Dollars in consideration of receiving a completed release from any and all damages with respect to the Hersak property located at 2661 Monroeville Boulevard, Monroeville, Pennsylvania, concerning any damages of any nature due to the reconstruction of Monroeville Boulevard and installation of sidewalks in front of said property.

SECTION II. A copy of the release agreement is attached hereto and made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 8th day of June, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

By S/ R. E. Droske
Mayor

Entered in Legal Book June 29, 1976

EXHIBIT "A"

THIS AGREEMENT made by and between the MUNICIPALITY OF MONROEVILLE, (herein- after referred to as "Municipality") and JOHN K. HERSAK and HAZEL M. HERSAK, his wife, (hereinafter referred to as "Owner").

WITNESSETH:

WHEREAS, the County of Allegheny engaged in a project involving the widening of Monroeville Boulevard and the installation of sidewalks, part of which was per- formed adjacent to and on the property of Owner, and

WHEREAS, the Municipality of Monroeville caused to be installed the said sidewalk along Monroeville Boulevard, and

WHEREAS, as a result of the above certain disputes and arguments arose between the parties and the Owner allegedly has incurred certain damages to their property known as 2661 Monroeville Boulevard.

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

1. The Municipality of Monroeville shall cause to be paid to the Owners the sum of Three Hundred and Fifty (\$350.00) Dollars conditioned upon the Owners executing this release agreement and providing documentation of all said damages, which documentation shall be attached hereto and made a part of this Agreement.

2. The Owners hereby acknowledge that they have received the said Three Hundred and Fifty (\$350.00) Dollars from the Municipality and further hereby release and forever discharge the Municipality of Monroeville for any and all claims, demands, damages, injuries or causes of action of any nature whatsoever with respect to damages to their property known as 2661 Monroeville Boulevard as a result of any construction or other work performed due to the widening and reconstruction of Monroeville Boulevard and due to the installation of any sidewalks on Monroeville Boulevard and any and all work which may have been performed in connection with or related to the said road widening and sidewalk installation.

3. This agreement is intended to be a final settlement of any disputes between the parties and shall be binding upon the heirs, executors, adminis- trators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto set their hands and seals this 21st day of June, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond _____

By S/ R. E. Droske _____

WITNESS:

S/ John K. Hersak _____

S/ Hazel M. Hersak _____