

ORDINANCE NO. 1028

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE  
AUTHORIZING OFFICIALS TO ENTER A RELEASE AGREEMENT  
WITH LOUIS A. LOFFREDO AND BLANCHE M. LOFFREDO,  
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 Louis A. Loffredo and Blanche M. Loffredo, his wife and are hereby authorized to pay a value of One Thousand Five Hundred (\$1,500.00) Dollars in consideration of receiving a completed release from any and all damages with respect to the Loffredo property located at 2273 Tilbrook Road, Monroeville, Pennsylvania.

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

ORDAINED AND ENACTED this 13th day of July, 1976.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ R. E. Droske  
Mayor

Entered in Legal Book July 26, 1976

A G R E E M E N T

THIS AGREEMENT made by and between the MUNICIPALITY OF MONROEVILLE, having its principal place of business at 2700 Monroeville Boulevard, Monroeville, Allegheny County, Pennsylvania, (hereinafter referred to as "Municipality")

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D

LOUIS A. LOFFREDO and BLANCHE M. LOFFREDO, his wife of 2273 Tilbrook Road, Monroeville, Allegheny County, Pennsylvania (hereinafter referred to as "Owners").

W I T N E S S E T H :

WHEREAS, the Owners hold title in fee to property located at 2273 Tilbrook Road, Monroeville, Pennsylvania, being a dwelling house occupied by the said Owners.

WHEREAS, the Municipality caused to be performed a certain sewer project on behalf of the residents and taxpayers of the Municipality.

WHEREAS, the Owners have claimed that certain portions of their property have been damaged and taken as a result of the work performed by the Municipality, its agents, servants, employees and contractors.

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 shall cause to be paid to the Owners the sum of One Thousand Five Hundred (\$1,500.00) Dollars which sum shall be payable in the following manner:

a. The Municipality shall cause to be erected a fence on the property of the Owners herein described. Said fence being approximately 235 lineal feet and costing approximately Nine Hundred Fifty (\$950.00) Dollars.

b. The Municipality shall cause to be paid to the Owners by check the difference between the actual cost of the fence after erection including labor and materials and the said One Thousand Five Hundred (\$1,500.00) Dollars or approximately Five Hundred Fifty (\$550.00) Dollars.

c. It is the intent of this agreement that the Owners be paid no more than a One Thousand Five Hundred (\$1,500.00) Dollar value by the Municipality.

2. The Owners hereby forever release and discharge the Municipality of Monroeville for any and all claims, demands and causes of action of any nature with respect to any work performed by the Municipality, its agents, servants, employees and contractors for any work performed at any time on, near or adjacent to the property herein described to wit, 2273 Tilbrook Road.



3. This agreement is intended to be in final settlement of any and all claims, demands or causes of action of the Owners and shall be binding upon the heirs, successors, administrators, executors and assigns both of the parties hereto.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond  
Municipal Manager

S/ R. E. Droske  
Mayor

WITNESS:

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S/ Louis A. Loffredo (SEAL)  
Louis A. Loffredo

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S/ Blanche M. Loffredo (SEAL)  
Blanche M. Loffredo