

BOROUGH OF MONROEVILLE

ORDINANCE NO. 193

AN ORDINANCE AUTHORIZING THE PROPER OFFICIALS OF THE BOROUGH OF MONROEVILLE TO EXECUTE AND DELIVER AN AGREEMENT WITH SAMPSON LAND COMPANY, INC. WHEREBY SAMPSON LAND COMPANY, INC. RELEASES AND SURRENDENTS TWENTY (20) RIGHTS WHICH IT POSSESSES UNDER PRIOR AGREEMENT TO TAP IN HOMES IN THE ABER'S CREEK WATER SHED WITHOUT FURTHER CHARGE; AND THE BOROUGH RELEASES SAMPSON LAND COMPANY, INC. AND THE CATHOLIC INSTITUTE OF PITTSBURGH AND ST. BERNADETTE'S CHURCH SCHOOL AT ITS PRESENT USE FROM ANY CLAIM IN LIEU OF A TAP-IN OR ASSESSMENT FOR THE EXISTING CHURCH BUILDING.

BE IT ORDAINED AND ENACTED by the Council of the Borough of Monroeville, and it is hereby enacted by authority of the same.

SECTION 1. The proper officials of the Borough of Monroeville are hereby authorized and directed to execute an agreement with Sampson Land Company, Inc. in substantially the following form:

AGREEMENT

THIS AGREEMENT, made this 10 day of May, 1960, by and between the BOROUGH OF MONROEVILLE, a municipal corporation existing under the laws of the Commonwealth of Pennsylvania, situate in Allegheny County, Pennsylvania, parties of the first part, hereinafter referred to as "the Borough",

AND

SAMPSON LAND COMPANY, INC., a Pennsylvania corporation having its principal office in the Borough of Monroeville, Allegheny County, Pennsylvania, party of the second part, hereinafter referred to as "Sampson Land Company, Inc.".

WITNESSETH THAT:

WHEREAS, it is a desire of Sampson Land Company, Sampson Development Company, Inc., and Sampson Brothers, Inc. to be relieved from any possible liability in connection with any past obligations to the Borough of Monroeville for the providing of certain sanitary facilities to the St. Bernadette's Roman Catholic Church; and

WHEREAS, Sampson Land Company, Inc., is desirous of saving harmless the Catholic Institute of Pittsburgh and St. Bernadette's Roman Catholic Church from any claim of the Borough for a charge in lieu of a tap-in or assessment; and

WHEREAS, Sampson Land Company, Inc. by agreement with the Catholic Institute of Pittsburgh dated May 13, 1955, received certain payments from the Catholic Institute of Pittsburgh which may be contrued to have been intended as a payment in lieu of any

future claim by the Borough of any tap-in or assessment; and

WHEREAS, there exists an agreement dated May 16, 1957, between Rico, Inc. and the Borough of Monroeville whereby the Borough, for consideration received, granted unto the said Rico Inc, One Thousand Fifty (1,050) ~~taps~~ or charges in lieu of tap-in or assessment to be applied in certain areas of Monroeville; and

WHEREAS, by agreement dated April 22, 1958, Rico Inc. assigned Four Hundred Twelve (412) of said taps to Sampson Land Company, Inc.; and

WHEREAS, Sampson Land Company, Inc. as of the date of this contract retains a number in excess of twenty (20) taps in the Aber's Creek Sewer Shed.

NOW THEREFORE, witnesseth this agreement that for and in consideration of the mutual promises and covenants contained herein and with the full intent on the part of each party hereto to be bound hereby they agree as follows:

1. Sampson Land Company, Inc. hereby agrees to diminish in number and release back to the Borough twenty (20) of the sewer taps which it is presently permitted, under prior agreement, to make without further charge in the Aber's Creek Sewer Shed.

2. The Borough hereby releases Sampson Land Company, Inc. and the Catholic Institute of Pittsburgh and St. Bernadette's Roman Catholic Church from any further claim by the Borough for any tap-in or assessment charge for the tapping in of the church school building proper at its present use.

3. It is clearly understood that the Borough retains the right to make claims against the Catholic Institute of Pittsburgh or St. Bernadette's Roman Catholic Church for any future connections made on behalf of the Institute or Church for the benefit of any structures on the Church premises other than the church school building proper which is now in existence at its present use.

IN WITNESS WHEREOF, Stanley W. Sampson, Pres. and Charles M. Woertz, Ass't. Sec. duly authorized officers of Sampson Land Company, Inc. have caused their hands and seals to be affixed the day and year first above written and the Borough of Monroeville have caused this agreement to be executed on its behalf by its proper officers and seals having been authorized to do so at a regular Council meeting at which a quorum was present.

ATTEST:

Charles M. Woertz

Assistant Secretary

Stanley W. Sampson

President

Arthur H. Curtis

Borough of Monroeville

By Thomas Harter

Examined and approved by me this 10 day of May, 1960.

Anthony J. Martin, Burgess