

RESOLUTION NO. R-9-2024

A RESOLUTION OF THE TOWNSHIP OF UNITY, COUNTY OF WESTMORELAND, COMMONWEALTH OF PENNSYLVANIA APPROVING A RELEASE AND ASSUMPTION AGREEMENT FOR THE INSTALLATION AND MAINTENANCE OF A SMALL FLOW TREATMENT FACILITY ON PROPERTY LOCATED AT 431 SAXMAN ROAD, LATROBE, PA 15650, WESTMORELAND COUNTY TAX MAP PARCEL NO. 61-09-00-0-011

WHEREAS, MICHAEL G. NATH and LORANNA K. SAYRE-NATH (hereafter the "Naths") are adult individuals and presently the owners of property located in Unity Township, Westmoreland County, Pennsylvania, being known as 431 Saxman Road, Latrobe (Unity Township) Westmoreland County, Pennsylvania 15650 and bearing Westmoreland County Tax Map Parcel No. 61-09-00-0-011 (hereafter the "Property"); and

WHEREAS, ADELPHOI USA, INC., (hereafter "Adelphoi") is a Pennsylvania Corporation, having an address at 119 Village Way, Latrobe, PA 15650, and is in the business of providing care and treatment to delinquent and dependent children and is purchasing the Property for its continued use as a residential housing facility for children under its care; and

WHEREAS, Adelphoi operates a home providing care for delinquent and dependent children on the property; and

WHEREAS, the Property does not have access to public sewage facilities; and

WHEREAS, the Board of Supervisors of Unity Township (hereafter the "Township"), the Naths and Adelphoi entered and are parties to an INSTALLATION AND MAINTENANCE AGREEMENT FOR SMALL FLOW TREATMENT FACILITIES Agreement dated February 9, 2015, ("Small Flow Treatment Facility Agreement") setting forth the terms by which the Township approved and the Naths and Adelphoi are permitted to operate a small flow treatment facility on the Property; and

WHEREAS, the Naths and Adelphoi have entered an Agreement of Sale wherein the Naths would convey their title to the Property to Adelphoi; and

WHEREAS, upon the closing on the sale of the Property by the Naths to Adelphoi, the Naths will no longer have any ownership or other interest in the Property and Adelphoi will become the sole owner and occupant of the Property and be responsible for performance of the terms of the Small Flow Treatment Facility Agreement; and

WHEREAS, the parties wish to acknowledge these events and confirm that, upon the closing on the sale of the Property, the Naths are released from the Small Flow Treatment Facility Agreement and will not be obligated to perform its terms from and after the date of the sale of the Property; and

WHEREAS, the Naths and Adelphoi have requested the Township to approve a Release and Assumption Agreement in the form attached hereto as Exhibit "A", through which the Township would agree to release the Naths from responsibility under the Small Flow Treatment Agreement and authorize Adelphoi to assume full and complete responsibility and liability for same.

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE BOARD OF SUPERVISORS OF UNITY TOWNSHIP HEREBY RESOLVE AS FOLLOWS:

1. THAT, the Township hereby approves the release of the Naths from any liability or responsibility to the Township under the INSTALLATION AND MAINTENANCE AGREEMENT FOR SMALL FLOW TREATMENT FACILITIES Agreement dated February 9, 2015;

2. THAT, the Township hereby approves the assumption of the Naths liability or responsibility to the Township under the INSTALLATION AND MAINTENANCE AGREEMENT FOR SMALL FLOW TREATMENT FACILITIES Agreement dated February 9, 2015, by Adelphoi;

3. THAT, the proposed Release and Assumption Agreement in the general form attached hereto as Exhibit "A" be and is hereby approved, subject to final review and approval of any revisions thereto by the Township Solicitor.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF UNITY AT A DULY ADVERTISED PUBLIC MEETING HELD THE 11th DAY OF APRIL, 2024 AND SHALL BE EFFECTIVE IMMEDIATELY.

ATTEST:

THE BOARD OF SUPERVISORS OF
THE TOWNSHIP OF UNITY



Sharon C. Sweeney, Secretary

By: 

Michael J. O'Barto, Chairman

RELEASE AND ASSUMPTION AGREEMENT

THIS **RELEASE AND ASSUMPTION AGREEMENT** is made as of the __ date of _____, 2024 between and among

THE TOWNSHIP OF UNITY, a municipal corporation having its principal office at I 54 Beatty County Road, Latrobe, (Westmoreland County) PA 15650 (hereinafter referred to as the "Township"),

AND

MICHAEL G. NATH and LORANNA K. SAYRE-NATH, adult individuals residing at 746 Bethel Church Road, Latrobe, PA 15650 (the "Naths")

AND

ADELPHOI USA, INC., a Pennsylvania Corporation, having an address at 119 Village Way, Latrobe, PA 15650 ("Adelphoi")

WITNESS:

WHEREAS, the Naths are presently the owners of property located in Unity Township, Westmoreland County, Pennsylvania, being known as 431 Saxman Road, Latrobe (Unity Township) Westmoreland County, Pennsylvania 15650 and bearing Westmoreland County Tax Map Parcel No. 61-09-00-0-0 II (hereafter the "Property"); and

WHEREAS, ADELPHOI is in the business of providing care and treatment to delinquent and dependent children and is purchasing the Property for its continued use as a residential housing facility for children under its care; and

WHEREAS, the Township, the Naths and Adelphoi are parties to an **INSTALLATION AND MAINTENANCE AGREEMENT FOR SMALL FLOW TREATMENT FACILITIES** Agreement dated February 9, 2015 ("Small Flow Treatment Facility Agreement") setting forth the terms by which the Township approved and the Naths and Adelphoi are permitted to operate a small flow treatment facility on the Property; and

WHEREAS, upon the sale of the Property by the Naths to Adelphoi, the Naths will no longer have any ownership or other interest in the Property and Adelphoi will become the sole owner and occupant of the Property and be responsible for performance of the terms of the Small Flow Treatment Facility Agreement; and

WHEREAS, the parties wish to acknowledge these events and confirm that upon the sale of the Property, the Naths are released from the Small Flow Treatment Facility Agreement

and will not be obligated to perform its terms from and after the date of the sale of the Property.

NOW, THEREFORE, in consideration of the premises, and the promises made herein, and intending to be legally bound hereby, the parties hereto agree as follows.

1. Release of the Naths. The parties agree that upon the sale of the Property by the Naths to Adelphoi, the Naths shall be released from the Small Flow Treatment Facility Agreement and from and after the date of the sale shall no longer be responsible for the performance on any of the terms of the Small Flow Treatment Facility Agreement.
2. Assumption by Adelphoi. The parties agree that upon the sale of the Property by the Naths to Adelphoi, Adelphoi shall assume and be responsible for the performance on any of the terms of the Small Flow Treatment Facility Agreement.
3. Release and Replacement of Financial Security. The parties agree that Adelphoi shall obtain the release of any financial security held by the Township under the Small Flow Treatment Facility Agreement and replace such financial security in an amount or amounts required by the Agreement. Such financial security shall be in a form acceptable to the Township.
4. Consent of the Township. By its joinder to this Agreement, the Township consents to the foregoing release and assumption.

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

ATTEST:

THE BOARD OF SUPERVISORS OF THE
TOWNSHIP OF UNITY

Sharon Sweeney,
Secretary

By: _____
Michael J. O'Barto, Chairman

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WITNESS:

OWNERS:

MICHAEL G. NATH

LORANNA K. SAYRE-NATH

ATTEST:

ADELPHOI USA, INC.

Secretary (Insert Name & Title)

BY: _____