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ORDINANCE NO. 95

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT BETWEEN THE BOROUGH OF MONROEVILLE AND THE BOROUGH OF WILMERDING FOR THE FURNISHING OF A MOBILE RADIO TELEPHONE SERVICE FOR THE POLICE DEPARTMENT OF MONROEVILLE.

BE IT ORDAINED AND ENACTED by the Council and Burgess of the Borough of Monroeville as follows:

SECTION ONE: That the proper officers of the Borough of Monroeville be and the same are hereby authorized and directed to execute on behalf of the Borough of Monroeville, with the Borough of Wilmerding a contract for the furnishing by Wilmerding to the Police Department of Monroeville Mobile Radio Telephone Service, presently maintained by the said Borough of Wilmerding.

SECTION TWO: Said contract is as follows:

A G R E E M E N T

THIS AGREEMENT made and entered into this 7th day of May, 1957, between the BOROUGH OF WILMERDING, a municipal corporation, hereinafter known as the party of the first part;

A N D

THE BOROUGH OF MONROEVILLE, a municipal corporation, municipal subdivision, hereinafter known as the party of the second part.

WHEREAS, the party of the first part is the Lessee of a certain Mobile Radio Telephone Service, used in connection with its Police Department, with the Bell Telephone Company of Pennsylvania, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania; and,

WHEREAS, the party of the second part, for the more efficient operation of its Police Department, is desirous of tying in with the equipment known as a Mobile Radio Telephone Service, now under lease to the party of the first part.

NOW, THEREFORE, by reason of the mutual advantages to be gained by both of the parties hereto, it is hereby agreed as follows:

FIRST: That for and in consideration of the sum of Five Hundred Six and no/100 (\$506.00) Dollars a year for the second motor vehicle, to be paid by the party of the second part to the party of the first part, said payments to begin on the execution date of this agreement, the party of the first part will permit the party of the second part the free and uninterrupted use of any and all equipment which the party of the first part now has under lease with the Bell Telephone Company of Pennsylvania. Said party of the first part will do any and all things necessary to effectuate a tie-in with said Mobile Radio Telephone Service with the party of the second part.

SECOND: It is understood and agreed between the parties hereto that the sum of the consideration mentioned in the first paragraph above shall include any and all expenses incident to the use and upkeep of the said Mobile Radio Telephone Service.

THIRD: It is further understood and agreed by and between the parties hereto that each party will use the equipment hereinbefore referred to in a manner that will be most advantageous to both parties and that they will cooperate with each other in any questions that may arise covering the equipment and its use, and both of the parties agree that this Contract is entered into subject to any provisions or regulations set up by and Federal or State Commission or Statute covering the subject matter of this Contract. This agreement shall be for one year and then on a year to year basis. If the party of the second part shall during the contract year, terminate, cancell or withdraw from this agreement, it shall pay the full years consideration to the party of the first part.

If the party of the first part is not able to keep its lease covering the subject matter of this contract with the Bell Telephone Company of Pennsylvania, this agreement is void.

If the party of the first part is not able to keep its lease covering the subject matter of this contract with the Bell Telephone Company of Pennsylvania, this agreement is void.

FOURTH: This Agreement is entered into by virtue of Ordinance No. 667 duly passed by the Borough of Wilmerding at a regular meeting held on the 7th day of May, 1957; and Ordinance No. 95 of the Borough of Monroeville, at a regular meeting held on the 11th day of July, 1957.

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

BOROUGH OF WILMERDING

S/ Raymond Kaskin
President

ATTEST:

S/ Matthew Wayton
Secretary

BOROUGH OF MONROEVILLE

S/ Edgar Giles
President of Council

ATTEST:

S/ Gladys Diller
Borough Secretary

SECTION THREE: This contract has been provided for on the part of the Borough of Wilmerding by its Ordinance No. 667, adopted May 7, 1957.

SECTION FOUR: All Ordinances or parts thereof conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED AND ENACTED into law this 11th day of July, 1957.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Gladys Diller
Borough Secretary

S/ Edgar Giles
President of Council

Examined and approved by me this 18th day of July, 1957.

S/ Samuel Jenkins
Burgess