

ORDINANCE NO. 920

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING THE APPROPRIATE OFFICIALS TO ENTER AN AGREEMENT WITH NORTHAMPTON NATIONAL BANK OF EASTON.

BE IT ORDAINED and enacted by the Borough of Monroeville, in Council assembled, as follows:

Section 1. That the appropriate officials of the Borough of Monroeville are hereby authorized to enter an agreement with the Northampton National Bank of Easton for the purpose of purchasing certain vehicles from the Northampton National Bank of Easton and transferring the possession of other vehicles to said Bank, a copy of said agreement is attached hereto, made a part hereof and marked Exhibit "A".

ORDAINED AND ENACTED this 11th day of March, 1975.

BOROUGH OF MONROEVILLE

ATTEST:

S/ Marshall W. Bond  
Secretary

By S/ George C. Dale  
President of Council

(SEAL)

EXAMINED AND APPROVED this 27th day of March, 1975.

S/ R. E. Droske  
Mayor

EXHIBIT "A"

A G R E E M E N T

THIS AGREEMENT made this 2nd day of April, 1975, is by and between the BOROUGH OF MONROEVILLE (hereinafter referred to as "Borough") and the NORTHAMPTON NATIONAL BANK OF EASTON (Hereinafter referred to as "Bank")

WITNESSETH:

WHEREAS, the Borough of Monroeville leased certain police vehicles from the Municipal Leasing Systems, Inc.

WHEREAS, the said leases were assigned to the Bank by Municipal Leasing Systems, Inc.

WHEREAS, various legal disputes arose between Municipal Leasing Systems, Inc. and the Borough and the Bank.

WHEREAS, the Bank has acquired good, legal and marketable title in and to the subject vehicles.

WHEREAS, the Borough is desirous of purchasing three (3) of said vehicles as are described in Exhibit "A" and the Bank is desirous of selling the said vehicles.

WHEREAS, the Borough has been storing all of said vehicles since approximately November 30, 1974 and is desirous of returning four (4) of said vehicles to the Bank, who is the rightful owner and entitled to possession of the said vehicles.

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

1. The Bank specifically warrants that it has good, legal and marketable title to all of the vehicles described in Exhibits "A" and "B" and are entitled to possession of the same prior to any person or entity claiming ownership, security or any interest of whatsoever nature in the said vehicles.

2. The Bank warrants that by virtue of the sale of the three (3) vehicles described in Exhibit "A" attached hereto, made a part hereof, and by virtue of the Bank taking possession of the four (4) vehicles described in Exhibit "B", attached hereto, made a part hereof, there is no violation or breach of any contract or law with respect to any of the contracts or transactions between the Borough, Municipal Leasing Systems, Inc., or the International Fidelity Insurance Company with respect to the subject vehicles and in the event there is any such violation or breach of any of the matters herein set forth, the Bank specifically warrants that it will indemnify the Borough for any loss of any nature sustained by the Borough by virtue of any such violation or breach.

3. The Borough hereby agrees to purchase from the Bank the vehicles described in Exhibit "A" for the sum of Twelve Hundred (\$1,200.00) Dollars for vehicle No. 1; One Thousand (\$1,000.00) Dollars for vehicle No. 2; and Eight Hundred (\$800.00) Dollars for vehicle No. 3, as the same appear on said Exhibits. The sale shall occur at the time of the execution of this Agreement by both parties, at which time the Bank agrees to give to the Borough good, legal and marketable title in and to the said vehicles.

4. The Borough hereby agrees to transfer possession to the Bank of the vehicles described in Exhibit "B", with the specific condition that the Bank warrants that it has first right to ownership and possession of said vehicles over and above the claims of any and all persons or entities of whatever nature with respect to any claim of whatever nature. The Bank further warrants that by virtue of the transfer of possession of the subject vehicles from the Borough to the Bank, that there is no violation or breach of any contract or law with respect to any of the contracts or transactions between the Borough, the Municipal Leasing Systems, Inc. and the International Fidelity Insurance Company with respect to the subject vehicles, and in this connection the Bank hereby agrees to indemnify the Borough for any loss sustained by the later in the event of any such violation or breach.

5. This Agreement represents the entire agreement between the parties. There are no representations, understandings or agreements between the parties with respect to the sale of the vehicles herein referenced and with respect to the transfer of the possession of other vehicles herein referenced that are not specifically herein set forth.

6. This Agreement is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto and any amendments hereto shall be in writing and signed by both of the parties to this Agreement.

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

ATTEST:

BOROUGH OF MONROEVILLE

S/ Marshall W. Bond  
Secretary

By S/ George C. Dale  
President of Council

(SEAL)

WITNESS:

NORTHAMPTON NATIONAL BANK OF EASTON

S/ John D. Finnegan

By S/ James R. Wagner

VEHICLES SOLD

<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>
1973	Plymouth Fury II, 4 door sedan	PM41M3D142210
1973	Plymouth Fury II, 4 door sedan	PM41M3F253786
1973	Plymouth Fury II, 4 door sedan	PM41M3D142208

EXHIBIT "A"

VEHICLES - POSSESSION TRANSFERRED

<u>YEAR</u>	<u>MAKE</u>	<u>SERIAL NUMBER</u>
1973	Plymouth Fury II, 4 door sedan	PM41M3F253793
1973	Plymouth Fury II, 4 door sedan	PM41M3F259178
1973	Plymouth Fury II, 4 door sedan	PM41M3F259175
1973	Plymouth Fury II, 4 door sedan	PM41M3DH2205

EXHIBIT "B"