

AVALON BOROUGH

OFFICIAL RESOLUTION NO. 851

A RESOLUTION OF THE BOROUGH OF AVALON, ALLEGHENY COUNTY, AUTHORIZING AND DIRECTING THE PRESIDENT OF COUNCIL AND THE SECRETARY TO EXECUTE ON BEHALF OF THE BOROUGH OF AVALON, AN AGREEMENT OF JOINT OWNERSHIP, MAINTENANCE, USE AND INSURANCE WITH THE BOROUGH OF BELLEVUE OF THE 1995 TYMCO DIESEL STREET SWEEPER WITH OPTIONS.

THE COUNCIL OF THE BOROUGH OF AVALON HEREBY RESOLVES:

SECTION 1. The President of Council and the Secretary are hereby authorized and directed to execute on behalf of the Borough of Avalon, an agreement with the Borough of Bellevue for the joint ownership, maintenance, use and insurance with the Borough of Bellevue of the 1995 Tymco Diesel Street Sweeper with Options.

SECTION 2. A true and correct copy of said agreement is attached hereto and made a part hereof as Exhibit "A".

SECTION 3. Any resolution, or part thereof, conflicting with the provisions of this resolution is hereby repealed insofar as the same affects this resolution.

ADOPTED this 20th day of June, 1995.

ATTEST:

Jean A. Helsh
Secretary

BOROUGH OF AVALON
Joseph D. Deane
Council President

APPROVED BY THE MAYOR this 20th day
of June, 1995

Joseph B. Berman
Mayor

A G R E E M E N T

MADE and entered into this 27th day of June,
1995,

BY AND BETWEEN

BOROUGH OF AVALON, a municipal corporation, having its office at 640 California Avenue, Pittsburgh, Pennsylvania 15202, hereinafter referred to as "Avalon,"

AND

BOROUGH OF BELLEVUE, a Home Rule Charter municipality, having its office at 537 Bayne Avenue, Bellevue, Pennsylvania 15202, hereinafter referred to as "Bellevue".

W I T N E S S E T H:

WHEREAS, Avalon and Bellevue, after due consideration, have concluded that it would be in the best interests of their respective citizens, to share ownership of a 1995 Tymco Diesel Street Sweeper, Model 600, with Gutter Broom Tilt Adjuster, Abrasions Protection Package, High Output Water System, Chain Reverse System, Hopper Coating and Hopper Deluge; and

WHEREAS, the aforesaid sweeper was obtained pursuant to publicly advertising specifications and bids opened publicly, and the award of the contract to Golden Equipment of Mars, Pennsylvania, being the lowest responsible bidder; and

WHEREAS, along with the shared ownership, Avalon and Bellevue desire to share the use, maintenance, and the obligations to pay for leasing the same; and

WHEREAS, Avalon and Bellevue desire that an agreement of this nature be formalized in writing pursuant to approval by their respective Councils.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound thereby, the parties hereto agree as follows:

1. The Certificate of Title of the 1995 Tymco Diesel Street Sweeper, Model 600, shall be registered jointly in the names of both Boroughs, and as between Avalon and Bellevue, the ownership of said sweeper shall be joint in the Borough of Avalon and the Borough of Bellevue, with all the rights and privileges of ownership inuring to both parties.

2 . The lease costs and other provisions and obligations for said sweeper shall be shared equally by both Avalon and Bellevue, and the initial lease payment of \$16,276,00 shall be paid upon delivery of the sweeper, each party to pay \$8,138,00, Annexed hereto and made a part hereof as Exhibit "All is Master Lease Purchase Agreement (Lease No, 050895),

3, Both parties hereto shall, during the first year of this agreement, fully explore future financing options including possible grants and loans.

4 , Parties agree to the following provisions as to the times of use, maintenance, fueling, insurance coverage and operation of said sweeper::

A, The season for street sweeping shall be from April 1 through November 30 of each year, The Business Area of each Borough shall be swept on Monday, Wednesday and Friday, at the start of the work day, The Business Area of the Boroughs are hereby defined as Harrison Avenue in Bellevue ^{TO} ~~and~~ Division Avenue in Avalon,

B, The sweeper shall be used alternately by each Borough for periods of one calendar week, A weekly schedule

shall be established and will be adhered to regardless of breakdowns which may occur while the sweeper is in the possession of either Borough. The sweeper will be delivered to the Borough entitled to possession no later than 3:30 P.M. on Friday of each week.

C. Each Borough shall supply its operator for the sweeper. If at all possible, each Borough shall supply the one person who shall be responsible for the operation of the sweeper while in its possession.

D. Diesel Fuel shall be supplied by the Borough using the sweeper, and at the time of turning over possession of said sweeper, its fuel tanks shall be full.

E. Cost of maintenance and repairs of the sweeper to be equally paid for by both Boroughs. The manager of each Borough shall have authority to incur up to \$1,000.00 of maintenance and/or repairs, provided that they agree that said maintenance and/or repair work must be done.

A maintenance log shall be maintained by the operators and remain with the sweeper at all times. Copies of

the log shall be retained by the Public Works Department of each Borough, and each operator shall report, in writing, any minor maintenance performed on the sweeper to the operator of the other Borough when transferring possession of the sweeper,

F, The cost for liability and comprehensive insurance coverages for said sweeper shall be determined by quotations received by both Boroughs as part of their insurance bidding process. The Borough receiving the low bid shall annually invoice the other in an amount equal to one-half the premium.

G. The Borough having possession of the sweeper for the week must house the same indoors.

H, Minor equipment and supply purchases shall be handled by each Borough on an as needed basis and entered in the maintenance log, Major purchases of supplies and equipment will be invoiced to Avalon Borough and Avalon Borough will in turn invoice Bellevue Borough for its share, All invoices shall be paid within 30 days,

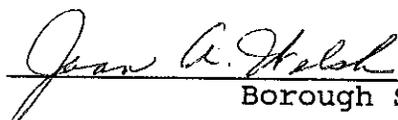
The managers of both Boroughs will meet quarterly to balance costs incurred during the preceding quarter,

4. The term of this agreement is for a period of five years commencing on the date of execution hereof, and shall continue in force for successive terms of one year unless terminated by written notice not less than 120 days prior to the expiration of the last one-year term.

5. Parties hereto agree that the preamble clauses, three in number, be and the same are to be considered as covenants in this agreement.

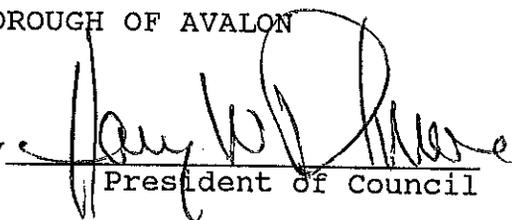
WITNESS the due execution hereof, the day and year first above written.

ATTEST:



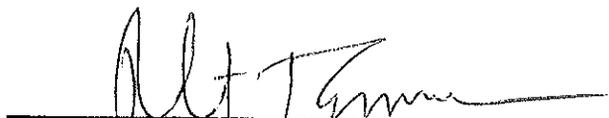
Borough Secretary
(corporate seal)

BOROUGH OF AVALON

By 

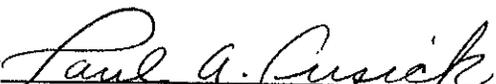
President of Council

ATTEST:



Director of Administrative
Services and Secretary
(corporate seal)

BOROUGH OF BELLEVUE

By 

President of Council