

ORDINANCE NO. 1352

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS TO ENTER INTO AN
AGREEMENT WITH THE MONROEVILLE VOLUNTEER FIRE
DEPARTMENT NO. 1 PROVIDING SERVICES FOR FIRE LANE
REGULATION ENFORCEMENT

BE IT ORDAINED AND ENACTED, by the Municipality of Monroeville in Council
assembled as follows:

Section 1. The proper officials of the Municipality of Monroeville are
hereby authorized to enter into an Agreement with the Monroeville Volunteer Fire
Department No. 1 providing services for fire lane regulation enforcement.

Section 2. The Agreement is hereby approved and ratified and a copy of said
Agreement is attached hereto made a part hereof and marked Exhibit "A".

ORDAINED and ENACTED this 12th day of October, 1982.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

Entered in Legal Book October 22, 1982

A G R E E M E N T

THIS AGREEMENT by and between the Municipality of Monroeville hereinafter referred to a "Municipality"

A
N
D

The Monroeville Volunteer Fire Department No. 1 hereinafter referred to as "Department"

WITNESSETH THAT:

WHEREAS, the Municipality has responsibility for fire safety in Monroeville, and

WHEREAS, the Municipality has adopted and provided fire lane regulations through Ordinance No. 713, and

WHEREAS, there are in Monroeville five (5) Volunteer Fire Departments subsidized by the Municipality one of which is the Department, and

WHEREAS, the Municipality is desirous of having the Department perform services for it relative to fire lane regulation enforcement and the Department is desirous of performing said services.

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

1. The Municipality hereby delegates to Department and the Department hereby accepts the responsibility for fire lane enforcement procedures in Monroeville under the terms and conditions herein set forth.
2. The Department hereby agrees to comply with all applicable laws, rules and regulations relative to the fire lane enforcement procedures in Monroeville and further agrees to comply with the directions of the Monroeville Fire Official and the Municipal Manager with regard to such rules and regulations.
3. The Department agrees to patrol all areas of Monroeville having fire lanes and issue citations for Ordinance violations in accordance with law, and further agrees to patrol said areas a minimum of 6 hours per day from 8:00 a.m. through midnight and such other times as may be necessary to insure proper fire lane regulation enforcement in Monroeville.
4. The Department agrees that when any of its members are on fire lane patrol any such individual shall be in a uniform approved by the Municipal Manager and provided and paid for by the Department.
5. The Department shall not subcontract any of its duties herein set forth except to other Monroeville Volunteer Fire Departments as approved by the Municipal Manager.

6. It is specifically understood and agreed that the entire fire lane procedure and enforcement thereof shall be under the direct administration of the Fire Official and the Monroeville Municipal Manager who may direct the Department or its members concerning the obligations of the Department herein accepted by it relative to fire lane regulation enforcement.

7. The Department and any individual while performing "fire lane duty" under the terms of this agreement shall cooperate with the Municipality with respect to any required procedures, reports, hearings or testimony regarding fire lane enforcement.

8. All funds from fines (not reimbursed costs) collected as a result of fire lane citations issued by the Department shall be paid to the Municipality and be placed in a separate account to be dispersed as herein set forth.

9. The total amount of collections in the said account shall be divided equally between the Municipality and the Department on a quarterly basis. Proper books shall be maintained by the Municipality and an accounting given to the Department annually demonstrating all receipts and disbursements.

10. The one half of the funds held by the Municipality received from fines due to fire lane violations found as a result of the services of the Department shall be divided equally between the Monroeville Volunteer Fire Companies and applied to reduce the annual subsidy given to the Monroeville Fire Companies by the Municipality for fire safety in Monroeville.

11. The Municipality shall provide to the Department a fire lane vehicle which shall be maintained by the Department except for major repairs such as transmissions or engine failures which shall be the responsibility of the Municipality. Gas, lubricants, tires, and parts shall be provided by the Municipality. All other maintenance and costs of operation of the vehicle shall be the responsibility of the Department.

12. This Agreement shall be in force for a minimum period of three months and thereafter shall be renewed automatically from year to year until otherwise terminated as herein provided.

13. Either party to this agreement may terminate the same by giving the other thirty (30) days notice in writing to terminate.

14. It is understood that the Municipal Manager on behalf of the Municipality of Monroeville has the authority and power to terminate this Agreement if in his judgment the best interests of the Municipality are not being served with respect to the fire lane enforcement.

IN WITNESS WHEREOF, the parties have set their hands and seals on this 13th day of October, 1982.

ATTEST:

S/ Marshall W. Bond

ATTEST:

S/ George Polnar, Asst. Chief

MUNICIPALITY OF MONROEVILLE

S/ Michael P. Lynch

MONROEVILLE VOLUNTEER FIRE CO. NO. 1

S/ Richard Gruber, Chief