

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF THE MUNICI-
PALITY TO ENTER INTO A CONTRACT WITH THE
MONROEVILLE VOLUNTEER FIRE COMPANIES WITH REGARD
TO THE PURCHASING OF FIRE EQUIPMENT AND PROVIDING
FINANCIAL ASSISTANCE

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 a contract with the Monroeville Volunteer Fire
Companies with regard to the purchasing of fire equipment and providing
financial assistance. A copy of said contract is attached hereto, made a part
hereof and marked Exhibit "A".

ORDAINED and ENACTED this 24th day of January, 1984.

(SEAL)

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ John Vicinski
Deputy Mayor

AGREEMENT

Made this _____ of _____, 1984, between the MUNICIPALITY OF MONROEVILLE, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, and situate in Allegheny County, Pennsylvania, hereinafter referred to as the "Municipality",

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MONROEVILLE FIRE COMPANY NUMBER 1, MONROEVILLE FIRE COMPANY NUMBER 3, MONROEVILLE FIRE COMPANY NUMBER 4, MONROEVILLE FIRE COMPANY NUMBER 5, and MONROEVILLE FIRE COMPANY NUMBER 6, all non-profit corporations existing under the laws of the Commonwealth of Pennsylvania and situate in the Municipality of Monroeville, Allegheny County, Pennsylvania, hereinafter referred to as the "Companies."

WITNESSETH THAT:

WHEREAS, the Municipality desires to assist the Companies in purchasing fire equipment, and to appropriate money to the Companies for that and other such purchases, and

WHEREAS, the Companies desire such assistance for each and all of them;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. The Monroeville Fire Chiefs' Committee, hereinafter referred to as the "Committee", shall be the recognized representative of the Companies in dealing with the Municipality under the terms and conditions of this Agreement and the Municipality shall recognize this Committee for such purposes. The Committee shall meet with the Municipal Manager as the representative of the Municipal Council in dealing with the Municipality under the terms and conditions of this Agreement.

2. The Municipality shall allocate to the Companies, beginning in 1984, a total of Twenty Thousand (\$20,000.00) Dollars per year for fire equipment, other than pumper trucks and aerial trucks, which shall be allocated as agreed upon by the Committee and the Municipality. Invoices showing purchases and copies of checks showing payments shall be furnished with request for payment to the Municipality for reimbursement. This allocation shall increase in 1985 to a total of \$22,500 and again in 1986 to a total of \$25,000 with the same requirements as stated above in effect.

3. The Committee and the Municipality shall agree upon a plan for the purchase and replacement of pumper trucks and aerial trucks, based upon a 15-year replacement cycle and predicated on the identified fire service needs of the community. This plan shall include a fixed 3 year schedule of purchase and replacement of such equipment, which schedule may be altered from time to time by common agreement between the Committee and the Municipality.

4. Fire trucks shall be purchased on the basis of standard specifications including the type of truck and the equipment on the trucks, as outlined in Resolution 72-34, such specifications to be approved by the Committee and the Municipality, with the Municipal Manager acting in an advisory capacity. The specifications shall adequately meet current NFPA Standards. Specialized Fire Apparatus may be bid upon presentation of a Fire Service Plan to the Municipal Council and acceptance of the plan as an alternative to the standard specification vehicles.

5. Trucks purchased under this Agreement which are replaced must be traded in for the new trucks and not retained or sold; provided, however, that a truck may be sold and the proceeds applied to a new truck upon approval of the Committee and the Municipality where such a transaction will result in a net savings to the Municipality.

6. The purchase of pumper trucks by the Companies shall be predicated upon receipt of at least three (3) bid proposals from different suppliers, unless the Municipality and the Committee agree that market conditions or other significant factors are such that a lesser number of bid proposals is acceptable. The Committee shall prepare and present a complete report and evaluation of bids received to the Municipality prior to acceptance of any bid proposal. Any purchase made under the Agreement shall be subject to final approval by the Committee and the Municipality except items purchased with funds provided in Section 2. The lowest responsible bid shall be accepted by the purchasing Company. The Municipality and the Companies shall cause to be noted on the title of each new truck an encumbrance in favor of the Municipality equal to the purchase price. The Municipality agrees to remove this encumbrance if this Agreement be terminated, upon payment to the Municipality of the current fair market value of the truck.

7. The Municipality shall provide the necessary appropriation to purchase new trucks according to the fixed schedule of purchases.

8. The Municipality shall provide liability on all fire company owned vehicles plus comprehensive and collision insurance on trucks purchased pursuant to this and the prior Agreement. In addition the Municipality shall provide Errors and Omissions Liability Insurance for all five (5) Volunteer Fire Companies with \$500,000 limit and \$2,500 deductible.

9. The Companies shall have the sole responsibility for the operation of the trucks. The Municipality shall have the sole responsibility for the furnishing of fuel and maintenance on all fire company owned vehicles and aerial apparatus. The place of repair and method of repair shall be determined by the Superintendent of Public Works assigned to the Public Works Maintenance and the individual company chief. When repair work is being done by the Municipal Maintenance Department, fire apparatus will not be out of service more than one week. Repair work taking more than one week will require subcontracting the repair to an outside source when the fire suppression delivery capability of the individual company would be significantly impaired.

10. A schedule of all fire trucks, including the type, year, operating company, fixed 3-year replacement and acquisition schedule, and estimated costs is attached hereto as Exhibit A. This schedule shall be the purchase plan implemented under this Agreement.

11. The Municipality, upon negotiation with the Fire Chiefs' Committee, shall budget additional monies for communications equipment and hose.

12. The Municipality shall maintain all Fire Base Stations, Mobile Units in fire company owned vehicles and aerial apparatus, Mobile Units in Volunteer Firemen's Vehicles and Portable two-way units.

13. In consideration of the above mentioned items of support, the Committee agrees to provide and accept responsibility for the provision of fire suppression and emergency rescue services for the Municipality of Monroeville. This responsibility includes but is not limited to adequate staffing of equipment and personnel at fire and emergency scenes, proper and reasonable proficiency levels of volunteer fire companies, rapid and appropriate response to fire calls, and cooperation with other members and departments of the Municipality's public safety program.

Beginning in 1984 the Committee agrees to provide for the length of this agreement, and with the aid and assistance of the Fire Official, a fire prevention program with emphasis on residential property. The fire prevention program shall concentrate on public education and contain elements such as:

1. understanding the causes of residential fires;
2. the need for smoke detectors and fire extinguishers;
3. periodic fire safety inspections when requested or residential fire prevention checklist;
4. posting of fire department telephone numbers, especially with conversion of so many telephones; and
5. a speakers' bureau on fire prevention available for community organizations and groups, including schools.

14. The Municipality and the Companies reserve the right to terminate this Agreement upon one (1) year written notice to the other party. The Agreement shall be considered terminated one calendar year from such notice, but any financial obligation incurred prior to notice of the termination shall be honored by the Municipality.

15. The Municipality agrees to provide twenty-four (24) hour Fire, Emergency Medical Service and Rescue Dispatch for the Fire Companies for the life of this Agreement.

16. This contract contains the entire Agreement between the parties and any changes, additions, or amendments must be in writing and agreed to by the parties hereto.

IN WITNESS WHEREOF and intending to be legally bound by the terms of the Agreement, the parties hereto have caused this instrument to be duly executed by their proper officers the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Manager Marshall W. Bond

S/ John Vicinski
Deputy Mayor John Vicinski

ATTEST:

MONROEVILLE FIRE COMPANY NO. 1

S/ William H. Bishop
Secretary

S/ James Spade
President

ATTEST:

MONROEVILLE FIRE COMPANY NO. 3

S/ Robert W. Bell
Secretary

S/ Jack Doyle
President

ATTEST:

MONROEVILLE FIRE COMPANY NO. 4

S/ James E. Rediske
Secretary

S/ Thomas E. Mulkerin
President

ATTEST:

MONROEVILLE FIRE COMPANY NO. 5

S/ Patricia M. Douglas
Secretary

S/ Douglas B. Starr
President

ATTEST:

MONROEVILLE FIRE COMPANY NO. 6

S/ Lee W. Mayer
Secretary

S/ Robert Coddington
President

EXHIBIT A

FIXED THREE YEAR REPLACEMENT & ACQUISITION SCHEDULE

<u>Company</u>	<u>Current Apparatus</u>	<u>Acquiring Apparatus 1984</u>	<u>1985</u>	<u>1986</u>
#1	70 Pumper	85 Pumper	XX 177,000	
	77 Pumper	92 Pumper		
#3	72 Pumper	86 Pumper		XX 185,850
#4	81 Pumper	96 Pumper		
	83 Aerial	98 Aerial		
	75 Pumper	90 Pumper		
#5	75 Snorkel	89 Snorkel		
	76 Pumper	91 Pumper		
	82 Pumper	97 Pumper		
#6	73 Pumper	88 Pumper		
	80 Pumper	95 Pumper		
Fire Apparatus		120,950	120,950	120,950
Per Company Allocation		20,000	22,500	25,000
Fire Apparatus Maintenance		40,000	40,000	42,500
Insurance (Vehicle & Liability)		12,500	13,500	14,500
Radio Maintenance & Repair		2,500	2,600	2,700
Errors & Omissions Insurance		10,500	-0-	-0-
Total Fire Service		206,450	199,550	205,650
Ambulance Service		40,000	40,000	42,500
Total Estimated Cost Ambulance and Fire Service		246,450	239,550	248,150