

ORDINANCE NO. 1904

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE
AUTHORIZING THE PROPER OFFICIALS OF THE MUNICIPALITY OF
MONROEVILLE 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".

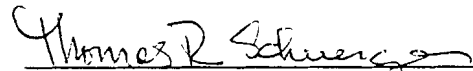
ORDAINED AND ENACTED this 13th day of September, 1994.

ATTEST

MUNICIPALITY OF MONROEVILLE



Mary Ann Nau
Municipal Manager



Thomas R. Schuerger
Mayor

FIRE SERVICE AGREEMENT

THIS AGREEMENT, made this 13 day of September, 1994, by and between the **MUNICIPALITY OF MONROEVILLE**, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter "Municipality"),

AND

MONROEVILLE VOLUNTEER FIRE COMPANY #1, MONROEVILLE VOLUNTEER FIRE COMPANY #3, MONROEVILLE VOLUNTEER FIRE COMPANY #4, MONROEVILLE VOLUNTEER FIRE COMPANY #5 and MONROEVILLE VOLUNTEER FIRE COMPANY #6, all Non-Profit Corporations, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter "Companies").

WHEREAS, the Companies are the providers of fire and rescue services in the Municipality and desire the assistance of the Municipality in order to provide quality, cost effective services;

WHEREAS, the Municipality desires the continued provision of such emergency services by the Companies and further desires to appropriate funds to the Companies for that purpose;

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

1.) The Monroeville Fire Chief's Committee, (hereinafter "MFCC") shall be the recognized representative of the Companies in dealing with the Municipality under the terms and conditions of this Agreement. The Municipality shall recognize the MFCC as the sole administrative agency of the Companies in all matters pertaining to the provision of fire, rescue and emergency medical services in the Municipality. The MFCC shall meet with the Municipal Manager as the representative of Municipal Council to administer the terms and conditions of this Agreement.

2.) The Municipality shall allocate to the Companies the following annual funds for the purpose of purchasing fire equipment other than that equipment specifically provided for herein:

1995:	\$ 30,000.00
1996:	\$ 30,000.00
1997:	\$ 30,000.00
1998:	\$ 30,000.00
1999:	\$ 30,000.00

3.) The Companies and the Municipality agree upon the appropriate replacement cycle for all apparatus purchased hereunder based upon a fifteen (15) year replacement schedule and the identified fire service needs of the Municipality. This plan shall

include a schedule of projected replacement of apparatus which may be modified by mutual agreement between the parties.

4.) Apparatus shall be purchased on the basis of standard specifications drafted by the Companies and approved by the MFCC and the Municipality. The specifications shall be drafted in accordance with the National Fire Protection Association ("NFPA") and other applicable standards.

5.) Apparatus purchased under this Agreement, when replaced by new apparatus, shall be sold. Upon agreement by the MFCC and the Municipality, the MFCC may be appointed by the Municipality to act as the representative to sell the referenced apparatus. All sales of apparatus shall be subject to the final ratification of Municipal Council.

6.) The purchase of apparatus by the Companies shall be in accordance with the procedures established by the Municipality and Commonwealth of Pennsylvania for capital expenditures by municipal governments. At least three (3) sealed bids shall be solicited from vendors approved by the MFCC, unless market conditions or other circumstances cause a lesser number of proposals to be acceptable. The MFCC shall prepare a complete report and evaluation of all bids received and forward the same to municipal council for final approval.

7.) The Municipality shall provide a comprehensive insurance package for all equipment, buildings and other property and assets owned by the fire companies and the Municipality. Said coverage shall include general liability, vehicle, collision, comprehensive, property and casualty, professional liability, errors and omissions, and such other coverage as the parties shall agree upon from time to time. In consideration for the provision of insurance, the Companies agree to participate in safety and loss prevention programs designed to reduce losses and premium increases.

8.) The Companies shall have the sole responsibility for the operation of all fire apparatus. The Municipality shall provide maintenance and fuel for all fire department equipment and vehicles. The method and location of repair work shall be determined by the MFCC and the Superintendent of Public Works, subject to the approval of the Municipal Manager. The MFCC reserves the right to sub-contract repair work to outside facilities if the service delivery of the Companies is significantly impaired.

9.) A schedule of all apparatus, including the type, year, operating company, fixed replacement and acquisition schedule, and estimated cost of replacement is attached hereto as Exhibit "A". This schedule shall be the purchase plan implemented under this Agreement.

10.) The Municipality, upon additional negotiation with

the MFCC shall appropriate additional funds for such items as the parties agree to be desirable for the enhancement of fire service delivery in the Municipality.

11.) The Municipality shall maintain all communications equipment except for individual alerting pagers, which shall be maintained by the fire companies. Installation and removal from vehicles shall be included in the term "maintenance", as used herein.

12.) In consideration of the above mentioned items of support, the MFCC agrees to provide fire suppression and emergency rescue services for the Municipality of Monroeville. The provision of this service shall include adequate staffing of equipment and personnel at fires, hazardous conditions and life threatening emergencies, proper and reasonable proficiency levels for volunteer fire companies, rapid and appropriate response to emergency calls, and cooperation with the other members and departments of the Municipality's public safety organization. The terms "proper", "reasonable" and "adequate" as they refer to the quality and level of service delivery shall relate to local standards of comparison for volunteer fire companies in communities of similar size, population and incident experience.

13.) The MFCC shall provide a public fire education and prevention program. The program agenda and objectives shall be

periodically reviewed by the Municipal Manager and the MFCC.

14.) The Municipality shall provide twenty-four (24) hour fire, emergency medical service and rescue dispatch services for the life of this Agreement. All dispatch service shall meet the prevailing NFPA standards and shall include one (1) dispatcher dedicated to Fire and Medical Priority Dispatch functions at all times.

15.) The Municipality shall provide Workmens Compensation insurance coverage on all fire company personnel engaged in the activities set forth in the Extended Duties Ordinance of 1985. A suitable form of insurance coverage shall be made available at the expense of the Municipality which shall provide income protection coverage beginning on the first day of injury. The MFCC shall cooperate in loss prevention activities designed to control premiums and prevent injury to fire company personnel.

16.) The Municipality and the MFCC recognize the possibility of disputes arising out of the administration and interpretation of this Agreement. The parties hereto agree to use their best efforts to resolve all such disputes or differences, and to act in a manner which shall best serve the interests of the community. In the event that the parties cannot reach a satisfactory resolution to any dispute, Municipal Council shall act as the final arbiter. A dispute as to one item of this Agreement shall not defeat

the other provisions contained herein.

17.) This Agreement shall not be changed, amended or modified unless agreed to in writing and signed by the parties hereto.

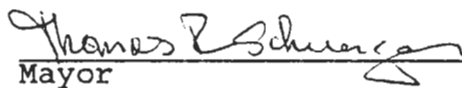
IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

MUNICIPALITY OF MONROEVILLE



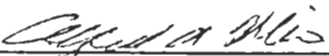
Municipal Manager



Mayor

ATTEST:

MONROEVILLE FIRE COMPANY #1




Secretary



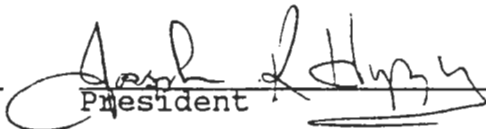
President

ATTEST:

MONROEVILLE FIRE COMPANY #3



Secretary



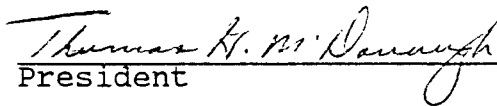
President

ATTEST:



Secretary

MONROEVILLE FIRE COMPANY #4



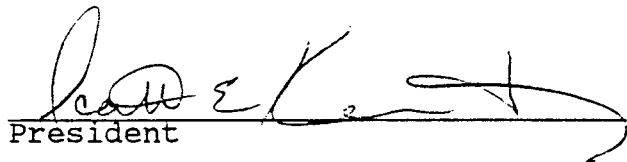
President

ATTEST:

MONROEVILLE FIRE COMPANY #5



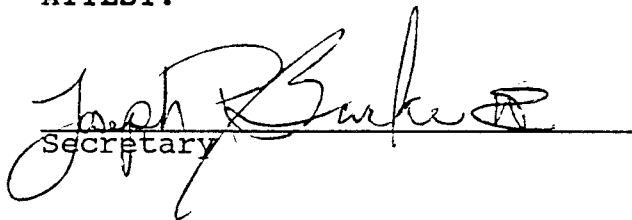
Secretary



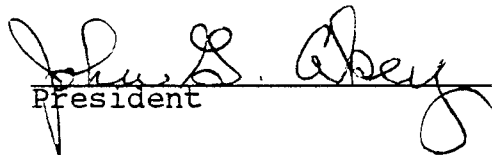
President

ATTEST:

MONROEVILLE FIRE COMPANY #6

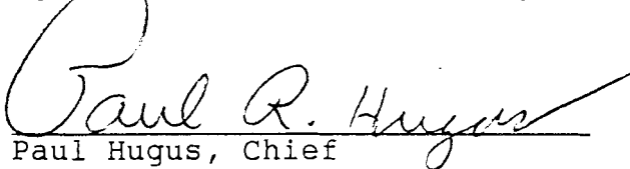


Secretary



President

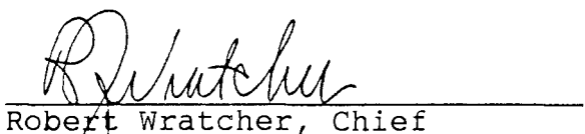
MONROEVILLE FIRE COMPANY NO. 1


Paul Hugus, Chief

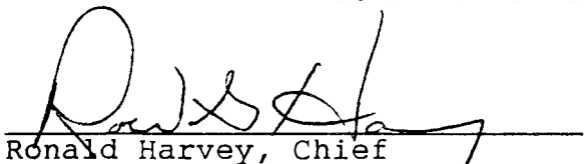
MONROEVILLE FIRE COMPANY NO. 3


John Capor, Chief

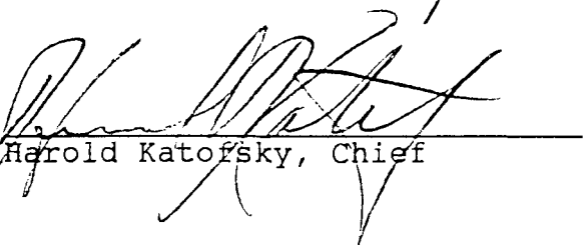
MONROEVILLE FIRE COMPANY NO. 4


Robert Wratcher, Chief

MONROEVILLE FIRE COMPANY NO. 5


Ronald Harvey, Chief

MONROEVILLE FIRE COMPANY NO. 6


Harold Katofsky, Chief

SCHEDULE A: APPARATUS BY COMPANY, YEAR, TYPE & SCHEDULED REPLACEMENT

COMPANY	PRESENT APPARATUS	TO BE ACQUIRED
1	1985 PUMPER	2000
	1992 PUMPER	2007
3	1986 PUMPER	2004
	1994 COMMAND UNIT	2014
4	1981 PUMPER	1996
	1989 PUMPER	2004
	1983 AERIAL	2003
5	1982 PUMPER	1997
	1989 PUMPER	2003
	1989 AERIAL	2008
6	1980 PUMPER	1995
	1990 PUMPER	2005

APPENDIX 1: ESTIMATED COSTS OF FIRE SERVICE AGREEMENTS:

DESCRIPTION	1995	1996	1997	1998	1999	TOTAL
CO. #6 PUMPER	270000					270000
CO. #4 PUMPER		280000				280000
CO. #5 PUMPER			290000			290000
MISC. OUTLAY	70000	30000	30000	30000	30000	190000
OPERATING BDGT	181000	186000	192000	198000	204000	961000
EQUIPMENT SALE	(50000)	(65000)	(70000)			(185000)
NET COST	471000	427000	442000	228000	234000	1802000