

MUNICIPALITY OF MONROEVILLE  
ALLEGHENY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2561

AN ORDINANCE OF THE MUNICIPALITY OF MONROEVILLE,  
ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE  
MUNICIPAL MANAGER TO ENTER INTO AN AGREEMENT TO PROVIDE  
ANIMAL CONTROL SERVICES TO THE BOROUGH OF PITCAIRN,  
ALLEGHENY COUNTY, PENNSYLVANIA

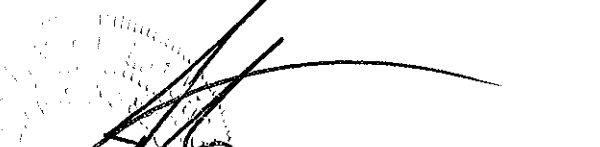
**WHEREAS**, the Municipality of Monroeville does currently provide Animal Control Services within its municipal boundaries, and has the capacity to provide like services to other municipal jurisdictions; and

**WHEREAS**, Pitcairn Borough is desirous of acquiring Animal Control Services within their municipal boundaries; and


**WHEREAS**, Pitcairn Borough is desirous of contracting with the Municipality of Monroeville and the Municipality is willing and able to provide such services upon the conditions set forth in Attachment "A"

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Council of the Municipality of Monroeville, Allegheny County, Pennsylvania, on the 13<sup>th</sup> of November, 2012, that the Municipality of Monroeville will enter into the attached Agreement to provide Animal Control Services to the Borough of Pitcairn, Allegheny County, Pennsylvania.

**ATTEST:**

  
\_\_\_\_\_  
Jeffrey P. Silka  
Municipal Manager

**MUNICIPALITY OF MONROEVILLE**

  
\_\_\_\_\_  
Gregory Erosenko  
Mayor

ENTERED INTO LEGAL BOOK: November 23, 2012

## AGREEMENT

Made and entered into the 13<sup>th</sup> day of November, 2012, by and between Pitcairn Borough, Allegheny County, Pennsylvania, the party of the first part, hereinafter referred to a "BOROUGH" and the Municipality of Monroeville, Allegheny County, Pennsylvania, the party of the second part, hereinafter referred to as "MUNICIPALITY"

### WITNESSETH

**WHEREAS**, party of the first part, hereinafter referred to as "BOROUGH", is desirous of acquiring Animal Control Services within their municipal boundaries; and

**WHEREAS**, the party of the second part, hereinafter referred to as "MUNICIPALITY" does currently provide Animal Control Services within its municipal boundaries, and has the capacity to provide like services to other municipal jurisdictions; and

**WHEREAS**, the BOROUGH is desirous of contracting with the MUNICIPALITY to provide Animal Control Services, to render services for the performance of the duties set forth herein.

**NOW, THEREFORE**, in consideration of the above recitals and intending to be legally bound, the BOROUGH and MUNICIPALITY, agree as follows:

#### **I. SERVICES**

MUNICIPALITY is to perform the following duties:

1. To collect and capture all dogs running at large in Pitcairn Borough, if possible or to collect and capture as many dogs running at large within Pitcairn Borough as is reasonably possible, after being requested by the BOROUGH to do such
2. To hold licensed dogs for a period of no more than five (5) days after capture, after having notified the owner, also feed and water all dogs while in custody.
3. To hold all stray dogs or otherwise appearing to be unlicensed dogs, in good health, for a period of no less than 48 hours, at which time said dogs may be placed or humanely destroyed.
4. To answer and respond to calls form the BOROUGH regarding road killed dogs, cats and other animals, and to remove and dispose of such.
5. To pick up stray cats and/ or place traps at the direction of the BOROUGH.
6. Remove wild animals, dead or alive, under the jurisdiction of the State Game Warden.
7. To respond only to calls made by the Borough and to respond to such calls within 24 hours.
8. To commence prosecution of all violations of the 1982 Pennsylvania State Dog Law Act and the Rabies Prevention Act of 1986, as amended.
9. To perform other services not mentioned in this contract as BOROUGH and MUNICIPALITY shall agree to in writing referencing this AGREEMENT.

## **II. BUSINESS HOURS**

The normal business hours for the MUNICIPALITY are from 7:00 AM until 3:00 PM, Monday through Friday. Closed Saturdays, Sundays and select Holidays. Emergency calls that extend beyond the normal business hours will be billed at a premium rate.

1. Emergency calls that require response outside of normal business hours, including pet pick up, will incur a minimum charge of two hours. The response to after hour calls shall be at the discretion of the MUNICIPALITY.

## **III. DOG BITE**

In the event of a dog bite, the owner of such animal shall bear the responsibility of any and all observation fees resulting for his/her dog biting another animal or human being, if the owner of said animal is unknown, the BOROUGH, shall bear the expense of the dog's observation period.

## **IV. COMPENSATION**

The following fees shall be charges by the MUNICIPALITY to the BOROUGH for the services provided:

1. All services provided to the BOROUGH by the MUNICIPALITY under this AGREEMENT shall be billed hourly from the time the Animal Control Officer (ACO) responds to the call until the ACO is back in the municipality and terminates the necessary services for the call.
2. The hourly rates charged for the ACO and vehicle are:
  - a. **\$62.50 per hour** - Normal Business Hours (7:00 AM – 3:00 PM)
  - b. **\$80.28.per hour** - Premium Time outside of Normal Business Hours
    - i. Emergency calls that require response outside of normal business hours, including pet pick up, will incur a minimum charge of two hours. The response to after hour calls shall be at the discretion of the MUNICIPALITY.
3. The Borough agrees to pay the MUNICIPALITY all monies reimbursed from the State for all dogs being humanely destroyed within their municipality quarterly, as dispersed by the State
4. The MUNICIPALITY shall charge owners and adopters of all animals its current fees as adopted by ordinance.
5. The actual cost of disposal of road killed animals shall be charged to the Borough in addition to the hourly rate.
6. The MUNICIPALITY shall bill the BOROUGH monthly for all services rendered.

## **V. CALL OUT**

The following procedure will be used to request the MUNICIPALITY to provide Animal Control Services:

1. The MUNICIPALITY shall only provide Animal Control Services to the BOROUGH when requested to respond.
  - a. The BOROUGH will provide the MUNICIPALITY a roster of "APPROVED" BOROUGH representatives who have the authority to request services.
  - b. Under no circumstances will the MUNICIPALITY respond to a complaint made by a resident or non-authorized BOROUGH representative
2. The BOROUGH shall request Animal Control Services by contacting the Dispatch Center of the MUNICIPALITY at (412) 856-1111. This line is answered 24 hours per day.
3. The MUNICIPALITY shall respond to the calls as soon as possible, but, within 24 hours of receiving the call.
4. The BOROUGH shall request specifically if it wishes to have the call responded to when Premium Time rate would be charged. The response would be subject to approval and availability of the MUNICIPALITY.
5. The MUNICIPALITY will respond as soon as possible, but within 24 hours. The response of the MUNICIPALITY shall be at its discretion and will be secondary to providing Animal Control Services within its municipal boundaries.

#### **VI. TERMINATION**

This Agreement may be terminated by either party in writing, with a thirty day notice. This Agreement shall be in full force until terminated by either party.

#### **VII. NOTICES**

Unless otherwise provided herein, any notice, tender or delivery to be given hereunder, by either party to the other may be effected by personal delivery in writing, or by registered or certified mail, postage prepaid, return receipt requested. Mailed notices shall be addressed as set forth, but each party may change its address by written notice in accordance with this section.

#### **BOROUGH:**

Pitcairn Borough  
Malisa M. Migliori, Borough Manager  
582 6<sup>th</sup> Street  
Pitcairn, PA 15140-1298

#### **MUNICIPALITY:**

Municipality of Monroeville  
Jeffrey F. Silka, Municipal Manager  
2700 Monroeville Boulevard  
Monroeville, PA 15146

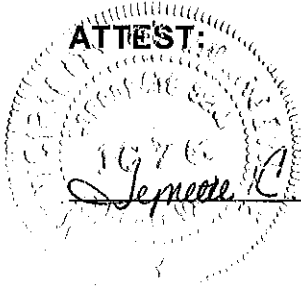
**IN WITNESS WHEREOF**, the parties hereunto have set their hands and seals  
this the 13<sup>th</sup> day of November, 2012.

**WITNESS:**

**PITCAIRN BOROUGH**

\_\_\_\_\_

\_\_\_\_\_  
**Borough Manager**



*Jemette C. McKinney*

**Municipality of Monroeville**

*[Handwritten Signature]*

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Municipal Manager