

RESOLUTION NO. 79-10

A RESOLUTION OF THE MUNICIPALITY OF MONROEVILLE
APPROVING AN AGREEMENT WITH THE MONROEVILLE
VOLUNTEER FIRE COMPANIES

BE IT RESOLVED by the Municipality of Monroeville in Council assembled, as follows:

That the Agreement between the Municipality of Monroeville and Fire Company No. 1, Fire Company No. 3, Fire Company No. 4, Fire Company No. 5, and Fire Company No. 6, non-profit corporations located within the Municipality of Monroeville, which Agreement is attached hereto as Exhibit "A", shall be entered into, and,

That the proper officers of the Municipality of Monroeville are hereby authorized and directed to execute the said Agreement.

RESOLVED in Council this 13th day of March, 1979.

ATTEST:

MUNICIPALITY OF MONROEVILLE

S/ Marshall W. Bond
Municipal Manager

S/ Michael P. Lynch
Mayor

(SEAL)

A G R E E M E N T

Made this 10th day of May, 1979, 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 assistances 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 1980, a total of Fifteen Thousand (\$15,000.00) 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 payment shall be furnished with request for payment to the Municipality for reimbursement.
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 5-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 truck, as outlined in Resolution 72-34, such specifications to be approved by the Committee and the Municipality, with the Purchasing Committee of the Municipality acting in an advisory capacity. The specifications shall adequately meet current NFPA standards.

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 saving 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.

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 5-year replacement and acquisition schedule, and estimated costs is attached hereto as Exhibit A. This 5-year schedule shall be updated annually. This schedule shall be the purchase plan implemented under this Agreement.

11. The Municipality, upon negotiation with the Fire Chiefs' Committee, shall budget additional moneys 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 Fire Chiefs' 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.

The Municipality and the Companies reserve the right to terminate this Agreement upon 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.

14. 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 this Agreement, the parties hereto have caused this instrument to be duly executed by their proper officers the day and year first above written.

ATTEST:

S/ Marshall W. Bond

MUNICIPALITY OF MONROEVILLE

By S/ Michael P. Lynch
Mayor

ATTEST:

S/ Allan E. Bishop
Secretary

MONROEVILLE FIRE COMPANY NUMBER 1

By S/ David W. Johnson
President

ATTEST:

S/ Frank A. Boles, Jr.
Secretary

MONROEVILLE FIRE COMPANY NUMBER 3

By S/ John A. Capor
President

ATTEST:

S/ Timothy R. Allison
Secretary

MONROEVILLE FIRE COMPANY NUMBER 4

By S/ Joseph A. Milchak
President

ATTEST:

S/ Dennis Robert Witt
Secretary

MONROEVILLE FIRE COMPANY NUMBER 5

By S/ Mark W. Stockhowe
President

ATTEST:

S/ Lee Mayer
Secretary

MONROEVILLE FIRE COMPANY NUMBER 6

By S/ Robert Coddington
President