



Generated at 3/10/2019 19:34

CH9 9 .8 - Lapel-Stony Creek Township Fire Protection Board

There is hereby created a five (5) member board to be known as the Lapel-Stony Creek Township Fire Protection Board. Membership on the fire protection board shall be as follows:

- a. Two (2) members shall be appointed from among the members of the Lapel Town Council. Their term of office shall coincide with their term of office as a member of the Town Council.
- b. Two (2) members shall be appointed from among the members of the Stony Creek Township Advisory Board. Their term of office shall also coincide with their term of office on the Township board.
- c. The fifth member of the fire protection board shall be selected by agreement of the other four (4) members. This member shall be a resident of the TOWN OR TOWNSHIP, but may not be a member of the volunteer fire department. This member shall serve four (4) year term commencing on January 1 for the year of his or her initial appointment, and he or she shall continue to serve until such time as their term expires and a successor has been appointed. In the event that the members from the TOWN and TOWNSHIP cannot agree on the appointment of the fifth member of the fire protection board, the appointment shall be made by the then Frankton Lapel Community School Corporation Superintendent.
- d. Any Fire Board Member may be removed at any time only for cause upon specific written charges filed against him or her. The charges shall be filed with and heard by the appointing body, unless the appointing body is bringing the charges. If the appointing body is bringing the charges, the Town Board and the Stony Creek Township Advisory Board shall appoint a hearing officer to hear the charges and determine if the Fire Board Member should be removed. The party to hear the charges shall fix a date for a public hearing and give the charged Fire Board Member and the Public notice, at least ten (10) days in advance of the hearing. At the hearing the charged Fire Board Member is entitled to presents evidence and argument and to be represented by counsel.

SECTION II MEETINGS, DUTIES AND OFFICERS OF FIRE BOARD

The fire protection board shall meet at least once each month. Officers shall be elected at the first meeting held in January of each year. The fire protection board shall determine their regular meeting dates and adopt rules of

procedure within sixty (60) days of their first meeting. All meeting of the Fire Board shall be conducted in accord with "The Indiana Open Door Law" as the same now exists or shall be amended.

Officers.

President. The Fire Board shall elect from among its members a President to preside over all meetings of the Board and to perform other duties generally associated with the office of president of any governmental organization.

Secretary/Treasurer. The Fire Board shall elect from among its members a Secretary/Treasurer who shall keep minutes of the meetings of the Board and to perform other duties generally associated with the office of secretary of any governmental organization. This officer shall also serve as the Treasurer and shall perform the duties that are generally associated with said office. By this description of the two offices together in one individual, this is not meant to imply that the Fire Board cannot at a time in the future choose to create a separate office of Treasurer. Should the Fire Board decide to create the said separate office, a resolution at a regular meeting would be sufficient to create this separation of the offices and to create the separate office of "Treasurer".

SECTION III JURISDICTION

The fire protection board shall be responsible for administering fire protection and emergency ambulance services for the Town of Lapel, Indiana and Stony Creek Township, Madison County, Indiana. They shall also have authority to contract with other jurisdictions and provide mutual aid services.

SECTION VI POWERS AND DUTIES

- a. The board shall have full authority to supervise and administer the operation of the Lapel-Stony Creek Township Volunteer Fire Department
- b. The board shall also have the authority to contract with the volunteer fire fighting companies and/or other governmental entities to provide fire fighting and emergency medical services to the residents of the TOWN and TOWNSHIP.
- c. Subject to applicable laws concerning the appropriation and disbursement of funds by the TOWN and TOWNSHIP fiscal officers, the board shall have authority to purchase fire fighting and ambulance equipment, supplies and apparatus for the TOWN and TOWNSHIP, and provide the facilities to store and maintain such equipment.
- d. The fire protection board shall have full authority to separate the fire protection services from the ambulance service, and establish rates for such services. The fire protection board is authorized to receive funds for the fire and ambulance services, to budget and appropriate monies independently for each service.

SECTION V BUDGET

The fire protection board shall annually prepare a budget to meet the expenses incurred in the operation and maintenance of all fire and medical emergency services in the TOWN and TOWNSHIP. The board shall submit its proposed budget to the TOWN and TOWNSHIP not later than June 30th of each year. The budget must be approved by the fiscal bodies of the TOWN and TOWNSHIP, and the Department of Local Government Finance.

SECTION VI INDEBTEDNESS INCURRED BEFORE ESTABLISHMENT OF BOARD

Any indebtedness incurred for fire protection and emergency ambulance services prior to the establishment of the fire protection board shall be paid by the entity (TOWN or TOWNSHIP) which incurred the said debt liability.

SECTION VII RECEIPTS, DISBURSEMENTS, BILLING AND ACCOUNTING

The Fire Protection Board Secretary/Treasurer shall be responsible for receipts, disbursements, and accounting of all monies of the Fire Board. The Fire Protection Board Secretary/Treasurer shall maintain a separate account for the financing of activities carried out under this agreement. Upon approval of a budget, each fiscal body shall appropriate funds to pay its portion as herein noted of the approved budget and shall thereafter deliver such funds to the Fire Protection Board Treasurer for deposit in the Fire Protection Board Account. The portion of each fiscal bodys obligation shall be paid to the Fire Protection Board each month following procedure. Unitlateral Termination. Either party may unilaterally terminate this agreement, upon written notice to the other, no less than three hundred days from the proposed adoptive date of this resolution, by resolution duly passed and adopted by an affirmative vote of two-thirds of the members of its fiscal body and by withdrawing party giving written notice as set out hereinabove of the adoption of such resolution t the fiscal body of the non-withdrawing party. Thereafter, this contract shall automatically renew for additionally twelve (12) month periods commencing January 1st of each successive calendar year, unless the TOWN of TOWNSHIP gives written notice not less than three hundred (300) Days from the expiration of such term.

SECTION X PROVISION FOR TERMINATION IN THE EVENT OF CREATION OF FIRE PROTECTION DISTRICT

In the event that the parties to this agreement shall create a Fire Protection District (taxing entity) this agreement can be unilaterally terminated without following the provisions of the Section IX herein above to allow for the transfer of the authority to the Fire Protection District from said Fire Protection Board.

Further Information

Ord. No 11-2006, Passed 12-21-2006

Date Passed: 12/21/2006

