

2129.

FIRE PROTECTION—JOINT OWNERSHIP OF FIRE APPARATUS BY TOWNSHIPS UNAUTHORIZED.

SYLLABUS:

Several townships may not legally jointly own fire equipment for the mutual protection of the residents of such townships.

HON. JAY R. POLLOCK, *Prosecuting Attorney, Defiance, Ohio.*

DEAR SIR:—Acknowledgment is made of your recent communication which reads:

“Five townships in this county, namely Defiance, Richland, Highland, Noble and Tiffin desire to purchase fire apparatus jointly.

The plan which they have submitted to me is as follows: They desire to form an association comprised of one member from each township in whose name the equipment will be purchased. The various townships will then pay a certain amount to said association for the purpose of furnishing fire protection. The equipment will be housed in the city fire department building in Defiance, Ohio. One extra man in addition to the local fire department will be furnished by said townships, jointly, to re-enforce the local fire department of the city of Defiance. In consideration for the furnishing of this additional man the city of Defiance will agree to answer all calls in the various townships.

Question: Can several townships jointly buy fire equipment for their mutual protection?

Question: If the proceeding above set forth be carried out would it be legal?

Question: If the above procedure is illegal can you suggest a method by which said townships could jointly purchase fire equipment?”

Your attention is directed to my opinion found in the Opinions of the Attorney General for the year 1929, page 319, wherein it was held, as disclosed by the syllabus, that:

“Two or more townships may not legally join in furnishing fire apparatus and appliances to a volunteer fire company for the purpose of furnishing fire protection to such townships.”

A number of former opinions of the Attorney General are mentioned in my said opinion above referred to which sustain the proposition of law that two or more subdivisions may not legally undertake to do jointly that which they may do severally, in the absence of express statutory authority.

My opinion above mentioned would be dispositive of your inquiry were it not for the fact that after the rendition of said opinion Section 3298-60 of the General Code was enacted and it now becomes necessary to analyze the provisions thereof to determine whether or not the holding above mentioned is affected thereby. Said section reads:

“Any township, in order to obtain fire protection shall have authority to enter into a contract for a period not to exceed three (3) years with any city, village or township, upon such terms and conditions as are mutually agreed upon, for the use of its fire department and fire apparatus, if such contract is first authorized by the trustee of such township and the council of such city or village.

A similar contract may be made between a village and any city if author-

ized by the council of the village and the council of the city. Such contract shall provide for a fixed annual charge to be paid at such times as may be stipulated in the contract. All expenses thereunder shall be construed as a current expense and the taxing authority of the township or village shall make an appropriation therefor from the general funds, and shall provide for the same in their respective annual tax budgets."

The section above quoted was under consideration in my opinion found in Opinions of the Attorney General, 1929, page 868, in which it was held as disclosed by the syllabus:

"Under the provisions of Section 3298-60, General Code, as enacted by the 88th General Assembly, it will be necessary to provide for a fixed annual charge in the making of contracts for fire protection as authorized under said section."

Said opinion last mentioned apparently has no bearing upon the question under consideration herein other than it indicates that the provisions of the statute must be strictly complied with and that a contract stipulating a fixed annual charge is required under said section irrespective of the fact that it may be more advantageous to have compensation fixed upon a different basis.

In analyzing the provisions of Section 3298-60, *supra*, it will be observed that the section authorizes a township to contract with another township or a city or village to obtain fire protection. Under the provisions of Section 3298-54, General Code, and opinions construing the same township trustees are authorized to purchase fire equipment for the protection of the inhabitants of the township. However, as hereinbefore indicated, there is no provision authorizing a joint procedure in connection with the ownership of such fire equipment.

Based upon the foregoing citations and discussions and in specific answer to your first inquiry, it is my opinion that several townships may not legally jointly own fire equipment for the mutual protection of the residents of such townships. In view of the conclusions that I have hereinbefore reached an answer to your second and third inquiries will not be necessary.

Respectfully,
GILBERT BETTMAN,
Attorney General.

2130.

COUNTY AUDITOR—FIFTEEN CENT FEE CHARGEABLE FOR APPLICATION FOR TRANSFER OF REGISTRATION OF MOTOR VEHICLE.

SYLLABUS:

The fifteen cent fee provided in Section 6294, General Code, to accompany the application for the registration of a motor vehicle, is payable with the application for the transfer of the registration of a motor vehicle made under the provisions of Section 6294-1, General Code.

COLUMBUS, OHIO, July 22, 1930.

Bureau of Inspection and Supervision of Public Offices, Columbus, Ohio.

GENTLEMEN:—Your letter of recent date is as follows:

"Under the provisions of Section 6294 of the General Code, it is provided that each deputy commissioner shall be allowed a fee of not to exceed fifteen cents for issuing automobile licenses and when such deputy commissioner is