

JOINT ARTICLES OF AGREEMENT  
MOSHANNON VALLEY REGIONAL FIRE COUNCIL

This Agreement is made this 1st day of January, 1982 by and among the Townships of Rush, Centre County, and Decatur, Clearfield County and the Boroughs of Philipsburg and South Philipsburg, Centre County, Commonwealth of Pennsylvania.

WHEREAS, the Townships of Rush and Decatur and the Boroughs of Philipsburg and South Philipsburg have joined together in a voluntary organization to be known as the Moshannon Valley Regional Fire Council; and

WHEREAS, the Townships of Rush and Decatur and the Boroughs of Philipsburg and South Philipsburg have agreed to participate in a Regional Program for Fire Service and Fire Equipment Purchases beginning 1st January, 1982, and

WHEREAS, the Philipsburg Fire Department is the volunteer fire company that serves the Townships of Rush and Decatur and the Boroughs of Philipsburg and South Philipsburg.

NOW THEREFORE, in consideration of the Articles of Agreement and obligations herein contained, it is agreed by and among, the Townships of Rush and Decatur and the Boroughs of Philipsburg and South Philipsburg as follows:

1. Beginning 1st January, 1982, the costs of general operations and new equipment purchases of the Philipsburg Fire Department shall be assumed by the Townships of Rush and Decatur and the Boroughs of Philipsburg and South Philipsburg one-half on the basis of current assessed valuation and one-half on the basis of current census count, termed the assessed valuation-population formula.
2. The formula shall be subject to annual review by the Moshannon Valley Regional Fire Council, to be composed of one member each from the Townships of Rush and Decatur and the Boroughs of Philipsburg and South Philipsburg, and shall be established by that Council at the time the annual budget is reviewed, approved, and adopted. For 1982, the formula shall be:

Rush Township	24.20%
Decatur Township	9.86%
Philipsburg Borough	58.46%
So. Philipsburg Borough	7.47%

3. Each political subdivision agrees to annually in January appoint one of its members to such Council such member to sit at the pleasure of his or her appointing body.
4. In creating a regional program for fire service, the operation structure of the Philipsburg Fire Department shall remain as it is. The Department shall continue to be responsible for its conduct and the election of its own officials and officers, and shall maintain the financial rights of budget preparation and expenditures, including the maintenance of separate departmental funds as in the past.
5. The annual budget for general operations and proposals for new equipment purchases shall be prepared by the Philipsburg Fire Department and forwarded to the Philipsburg Borough Secretary who will prepare and submit copies to the Secretary-Treasurer of the Townships of Rush and Decatur and the Borough of South Philipsburg prior to September 30 of each year. Said budget shall then be presented for review and approval by the Moshannon Valley Regional Fire Council.
6. Long range plans and programs for major equipment purchases shall be prepared by the Philipsburg Fire Department and forwarded to the Secretary of Philipsburg Borough who will distribute information to the Secretary-Treasurer of Rush and Decatur Townships and the Borough of South Philipsburg. Said plans will then be presented before the Moshannon Valley Regional Fire Council for review and approval.
7. The Moshannon Valley Regional Fire Council may request the Department Chief or Company Chiefs or officers be present at their meetings to discuss annual budgets or long range plans.

8. The Philipsburg Fire Department may expand to include substations in Township Areas or to found separate companies in the Township of South Philipsburg and Philipsburg Boroughs. Townships and Boroughs wishing to participate in creating a substation or founding an independent company of the Philipsburg Fire Department shall work with Department officials for technical planning and shall be responsible for constructing substation or Company building facilities.
9. Major equipment purchases under the regional program for use by the Philipsburg Fire Department shall be:
  - A. Purchased by Philipsburg Borough as purchasing agent based upon specifications prepared by the Philipsburg Fire Department and approved by the Moshannon Valley Regional Fire Council.
  - B. Owned by the Borough of Philipsburg with the exception of fire or rescue vehicles which shall be owned jointly by the Townships of Rush and Decatur and the Borough of Philipsburg and South Philipsburg on the same percentage basis as the purchase formula but for purposes of insurance and registration shall be titled to the Borough of Philipsburg.
  - C. Under the direct control of the proper Philipsburg Fire Department Officials.
  - D. The selection of pieces of fire equipment to be stationed at any future substations shall be under the control of Philipsburg Fire Department; however irrespective of such stationing, all pieces of fire equipment shall be available as needed for fires or public service in any political subdivision participating in this agreement.

E. If a Township or Borough wishes to create its own Fire Department or become part of another Fire Department at some time in the future it may reclaim the value of its contribution to fire or rescue vehicle purchases or capital funds on the basis of the formula used in such purchases or fund accumulations and based on the equipments appraised value at the time the political subdivision withdraws from this agreement.

F. All capital funds for truck purchases shall be placed in a bank certificate not to exceed 12 months in length. In the event that any political subdivision withdraws within the life of the contract, funds in certificate will not be returned until the maturation of such certificate.

10. Any contribution solicited and received from any State agencies or private groups or organizations shall be included annually in the general operations budget and shall be used to reduce and offset the total amount necessary to finance the Fire Department Budget by all political subdivisions participating in this Agreement.
11. This agreement shall continue from year to year without further action on the part of the participating political subdivisions. In the event any political subdivision should decide to discontinue participation, written notice of such decision shall be given to the other subdivision prior to November 1, of each year to indicate withdrawal for the following year. In the event such written notice is not given by November 1, it is hereby agreed that all political subdivisions shall be bound to this agreement for the following year.

The parties heretofore have caused this Joint Agreement to be signed in the names of the aforesaid political subdivisions by the appropriately designated public official, duly attested to by the respective Clerks or Secretaries with the corporate seals of the said political subdivision being duly attached hereto this 1st day of June, 1982.

ATTEST:

TOWNSHIP OF RUSH

Dorothy Risher  
Secretary

by [Signature]

ATTEST:

TOWNSHIP OF DECATUR

George Strunk  
Secretary

by [Signature]

ATTEST:

BOROUGH OF PHILIPSBURG

Peggy J. Dwyer  
Secretary

by [Signature]

ATTEST:

BOROUGH OF SOUTH PHILIPSBURG

Elizabeth E. Wood  
Secretary

by [Signature]