

ORDINANCE NO. 363

AN ORDINANCE OF THE BOROUGH OF MILESBURG AUTHORIZING THE ENACTMENT OF AN INTERGOVERNMENTAL COOPERATION AGREEMENT CONCERNING THE CITIZENS' HOOK & LADDER COMPANY NO. 1

WHEREAS, Milesburg Borough Council, at a regular meeting held on November 10, 2025, voted to enter into a certain Intergovernmental Cooperation Agreement ("Agreement") between Citizens' Hook & Ladder Company No. 1, Milesburg Fireman's Relief Association, Milesburg Borough, Unionville Borough, Boggs Township, and Union Township; and

WHEREAS, Paragraph 16 of the Agreement requires the municipal parties thereto to enact the Agreement by ordinance.

SECTION ONE

The purpose of this ordinance is to authorize the enactment of the Agreement, which is attached hereto as Exhibit "A" and made a part hereof. Said Agreement relates to the identified fire company and fireman's relief association, provides for the establishment of an oversight committee, specified funding requirements, and cooperation among the identified municipalities to advance fire protection services.

SECTION TWO


The Milesburg Borough Council hereby authorizes the adoption and execution of the attached Agreement by duly designated Borough officials and commits the Borough to the terms of the said Agreement, provided that all other parties to the Agreement take similar action.

SECTION THREE

This ordinance shall be effective January 1, 2026.

BE IT ORDAINED, this 8 day of December, 2025, as duly enacted by the Borough of Milesburg, in lawful session assembled.

ATTEST:


Secretary


Council President

EXAMINED AND APPROVED by me this 8 day of December, 2025.


Mayor

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT is made and entered on this 8 day of December, 2025, by
and among:

CITIZENS' HOOK & LADDER COMPANY NO. 1 (hereinafter referred to as "Fire Company"), MILESBERG FIREMAN'S RELIEF ASSOCIATION, a/k/a MILESBERG FIREMAN'S RELIEF ASSOCIATION, INC. (hereinafter referred to as "Fireman's Relief"), MILESBERG BOROUGH, UNIONVILLE BOROUGH, BOGGS TOWNSHIP, and UNION TOWNSHIP.

WITNESSETH:

WHEREAS, the Fire Company and Fireman's Relief provide fire, rescue and emergency services to the residents and visitors of Milesburg Borough, Unionville Borough, Boggs Township, and Union Township ("the Municipalities"); and

WHEREAS, the Fire Company and Fireman's Relief desire to continue to provide services to the Municipalities, their residents and visitors; and

WHEREAS, the Fire Company and Fireman's Relief require stable and consistent funding from the Municipalities to provide fire, rescue and emergency services; and

WHEREAS, the Municipalities are desirous of receiving fire, rescue and emergency services for their respective residents and their visitors; and

EXHIBIT "A"

state law, for all expenditures of its funds but will work with the Committee to make expenditures in accordance with the Fire Company's operations.

- b. Appointment of Trustee. A Trustee, who shall be an independent contractor and who shall not be a member of the Fire Company or Fireman's Relief, may be appointed by the Committee and shall be in charge of the day-to-day financial management of the Fire Company and Fireman's Relief. The Trustee shall serve at the pleasure of the Committee and shall be compensated as determined by the Committee.
- c. Accounts. All accounts shall be or remain in the name of the Fire Company or Fireman's Relief. All revenue or sources of funding shall be deposited in said account. With regard to the Fireman's Relief Fund only, the account shall require two signatures, namely the Trustee and the President of the Fireman's Relief. Per state law, there shall be no alternative signatories on the Fireman's Relief Fund. All other checking accounts or other accounts from which monies are to be disbursed shall require two signatures. The primary signatories shall be the Trustee and the Treasurer of the Fire Company. The alternative signatories shall be the Chairperson of the Committee (alternate for the Trustee) and the President of the Fire Company (alternate for the Treasurer of the Fire Company).
- d. Budget. The Fire Company shall establish a budget for the Fire Company and the Fireman's Relief annually. The Committee shall review and amend the Fire Company budget, as necessary, and shall review and provide comment upon the

but approvals of all such expenditures reside with the Fireman's Relief per state law.

- b. Composition of the Committee. The Committee shall be composed of six (6) members consisting of one elected official each from Milesburg Borough, Unionville Borough, Boggs Township, and Union Township, one representative from the Fire Company, and one representative from Fireman's Relief.
- c. Meeting of the Committee. The Committee shall meet from time to time of its choosing and at such locations of its choosing. The Committee shall annually appoint a chairperson who shall be one of the elected officials of the Municipalities.
- d. Action by the Committee. The Committee shall take action through the affirmative vote of a majority of the members of the Committee.
3. Powers of the Committee.

 - a. General Powers. The Committee shall have full power and authority to manage the financial affairs of the Fire Company and is empowered to take any action permitted by law to manage the financial affairs of the Fire Company, including without limitation to collect revenues, provide for the payment of bills, provide for expenditures, establish a budget, provide for audits, and make decisions as to the purchase of any equipment, gear or apparatus. The Fire Company agrees that in any matter that affects or may affect the financial condition of the Fire Company and/or Fireman's Relief, they will abide by the decisions of the Committee or its designee(s).
Fireman's Relief will retain the right of membership approval, according to

Fireman's Relief budget. The Fireman's Relief will retain all control over its Budget per state law.

e. Contracts. The Fire Company will enter into contracts on behalf of the Fire Company in accordance with the Budget. Fireman's Relief will enter into contracts for Fireman's Relief in accordance with state law. As to any matter which affects or may affect the financial condition or affairs of the Fire Company, the Committee will be consulted in accordance with this agreement.

f. Management of Property. The Fire Company and Fireman's Relief will manage all property owned by each respective entity, namely the Fire Company and/or Fireman's Relief.

4. Powers and Duties of Trustee. The Trustee shall have full charge and control of all of the financial affairs of the Fire Company and Fireman's Relief as designated by the Committee. The entirety of the Fire Company and Fireman's Relief financial affairs, including without limitation the collection of all income and revenues of whatever type of source, the payment of bills, preparation of checks, and otherwise the management and control for the financial affairs of the Fire Company and Fireman's Relief, shall be assumed, handled, and managed by the Trustee and/or his or her designee(s) subject to the authority of the Committee and any requirements of state law as to the Fireman's Relief funds. The Trustee shall provide to each Municipality and to the Fire Company and Fireman's Relief a monthly report showing the income, revenues, debts, payments, expenses, and the balances of the various accounts of the Fire Company and Fireman's Relief.

The Trustee shall keep and maintain the books of the Fire Company and Fireman's Relief so as to have and keep said affairs organized and proper. The Trustee shall appear at all meetings of the Committee.

5. Funding of the Fire Company by the Municipalities. The parties agree that the Fire Company shall receive funding from each Municipality on an annual basis as follows:

- Milesburg Borough: an amount equal to one and two-thirds mills of taxation;
- Unionville Borough: an amount equal to one and two-thirds mills of taxation;
- Boggs Township: an amount equal to one and two-thirds mills of taxation;
- Union Township: an amount equal to one and two-thirds mills of taxation.

The parties further agree to review the financial matters on an annual basis and, if necessary, revise the level of financial support for each succeeding year after 2026. Any additional municipalities desiring fire protection from Citizens' Hook & Ladder Company No. 1 will negotiate an annual contract with rates equal to those paid by the Municipalities listed above. The Fire Company, as authorized by the Committee, may receive funding from any other source, provided that control over said funds, from whatever source, shall be vested in and remain in the Committee or its designee(s).

6. Funding Options. The Municipalities shall be entitled to make a choice as to their method and timing of payment, as follows:

a. Payment Options –

- (1) Option 1 – four (4) payments each year to the Fire Company, with each payment constituting one-fourth (1/4th) of the annual funding amount. If a municipality elects to make quarterly payments, the payments shall be

7. Cooperation by Fire Company and Fireman's Relief. Fire Company and Fireman's Relief agree that they shall cooperate with the Committee, its designee(s), and the Trustee, and comply, subject to limitations imposed by state law, with all directives from the Committee, its designee(s), and/or the Trustee in any matter which affects or which may affect the financial management or affairs of the Fire Company or Fireman's Relief. Fire Company and Fireman's Relief understand that this cooperation and compliance includes without limitation the turnover of all revenues, moneys, accounts receivable, checking accounts, savings accounts, social room accounts and moneys, other accounts, books, the execution of any documents, and/or taking such other action to facilitate the handling of the Fire Company's and Fireman's Relief's financial affairs. The Committee and/or Trustee shall not exercise any control of the Firemen's Relief finances in violation of state law.
8. Cause for Termination. The parties agree that in the event the Fire Company refuses to provide fire protection to a given participating Municipality, the Municipality may terminate this agreement upon the provision to the Fire Company of fourteen days advance written notice of its election to so terminate the agreement and discontinue any monetary payments that would become due after the date of termination. Any Municipality choosing to terminate will automatically lose its seat on the Committee and will no longer receive any reporting or other information from the Trustee, Fire Company, or Fireman's Relief as may be required herein.

made by the first day of March, June, September, December, commencing March 1, 2026;

(2) Option 2 – two (2) payments each year to the Fire Company, with each payment constituting one-half of the annual funding amount. If a municipality elects to make semi-annual payments, the payments shall be made by the first day of June and the first day of December, commencing June 1, 2026;

(3) Option 3 – one (1) payment each year of the entire amount of the annual funding due, to be paid on or before July 1 of each year, commencing July 1, 2026.

b. Basis of Payments –

The amounts to be paid by the Municipalities to the Fire Company under this agreement shall be based upon either of the following, at the option of each Municipality:

(1) the Municipality's actual rate of equivalent mills, or

(2) the actual collections of the taxes imposed by the respective Municipality for fire protection services, in which case the delinquent taxes shall be submitted to the Fire Company when payments are actually received.

Proper documentation of delinquent taxes in the form of tax reports from the municipal tax collectors and monthly budget reports from the Municipality shall be submitted to the Committee and Trustee to aid the Trustee in monitoring monies due.

9. Annual Audit. The Fire Company agrees to have its financial records annually audited by an independent certified public accountant or firm . The audit must be completed within nine (9) months following the close of each fiscal year (currently December 31). A copy of the audit shall be provided to each Municipality upon receipt by the Fire Company. In the audit, the accountant or firm performing the audit must be able to express an opinion on the financial statements of the Fire Company. If financial records of the Fire Company are not kept in such fashion as to allow the accountant or firm performing the audit to express an opinion that the financial statements accurately reflect the financial condition of the Fire Company, it shall be deemed a material default under this agreement. The Fireman's Relief is governed by Act 84 of 1968 (the "Volunteer Firefighters' Relief Association Act", 53 P.S. 8501, et seq.). The Commonwealth of Pennsylvania's Department of the Auditor General is required by law to audit the financial accounts of the Fireman's Relief every three years. These audits are performed at no charge and on the schedule of the Auditor General's Office. The financial records of the Fireman's Relief are mandated to be kept as outlined in the current edition of "Management Guidelines for Volunteer Firefighters' Relief Associations. Findings of the Auditor General's Office can result in loss of funding until such time as compliance is met. Further, any finding by the Auditor General's Office that the Fireman's Relief accounts are not solely managed by membership of Fireman's Relief may also result in loss of funding. The parties agree to revise this agreement as may be required by the state Auditor General to assure continued receipt of Fireman's Relief funding.

10. Tax Returns. The Fire Company agrees to prepare and file all required tax returns in accordance with all tax authority regulations.
11. Notice of Changes of Organizational Documents. The Fire Company and Fireman's Relief agree that they shall provide written notice to each Municipality of any modifications made to the current By-Laws of the organizations.
12. New Revenue Sources. The Fire Company and Fireman's Relief both agree to undertake reasonable activities and efforts to secure new revenue sources, including without limitation billing for rescue services and seeking grants from various sources to support operations and financial needs. The parties agree that the Fire Company and Fireman's Relief may contract with a third-party provider for billing services in order to engage it to perform the billing for rescue services.
13. Approval for Major Transactions or Change in Operations. The Fire Company agrees that it shall not engage in any major corporate transactions or disposition of assets or acquisition of assets, including dissolution, merger, division, or conversion of its corporate status, without notice to all members of the Oversight Committee and to each of the Municipalities. The parties agree that a unanimous vote of the Oversight Committee will be sufficient for approval of major transactions, provided that the Fire Company and/or Fireman's Relief separately approve the same through their membership. The Fire Company further agrees that in any dissolution of the organization, consideration will be given to those assets purchased with funds from the Municipalities subject to claims of creditors or interested parties including requirements of Internal Revenue Service regulations for 501(c)(3) entities.

14. Monthly Reporting Requirement. The Committee agrees to cause the Trustee to provide monthly treasurer and budget reports to each Municipality and to the Fire Company and the Fireman's Relief.
15. Bank Account Statements. The Committee agrees to cause the Trustee to provide copies of all bank account statements for any funds belonging to the Fire Company or Fireman's Relief to any Municipality who is a party to this agreement upon written request. Such requests shall be for informational purposes such as needed for the determination of funding needs and not as an attempt to micro-manage the Fire Company and Fireman's Relief which would negate the purpose of the Committee.
16. Effective Date. Each Municipality to this agreement shall enact this agreement by ordinance establishing an effective date of January 1, 2026. The Fire Company and Fireman's Relief shall enact this agreement according to the procedures of the Fire Company and/or Fireman's Relief establishing an effective date of January 1, 2026.
17. Binding Effect. This agreement shall be binding upon each of the parties hereto and their respective successors or assigns according to law only if this agreement is duly adopted by each of the Municipalities identified herein prior to the effective date of this agreement. This agreement may be amended only by the unanimous vote of all six (6) members of the Committee taken at the same meeting of the Committee. The Fire Company and Fireman's Relief representatives will have to secure the appropriate corporate authority from their respective organizations in order to approve any change to this agreement.

18. Termination. This agreement shall automatically renew for additional 5-year terms unless one or more of the Municipalities hereto give notice, in writing, to the other parties to this agreement not less than six (6) months prior to the date by which this agreement would otherwise automatically renew. The parties further agree to commence joint public meeting(s) for purposes of contract review in January, 2029 so as to consider any amendments deemed necessary for agreement renewal.
19. Whole Agreement. This agreement supersedes the Intergovernmental Cooperation Agreement that became effective January 1, 2006, and any extensions of such agreements. This agreement constitutes the whole agreement among the parties except as substantially amended in writing.
20. Effective Date. This agreement shall take effect on January 1, 2026.

ATTEST

CITIZENS' HOOK & LADDER
COMPANY NO. 1

Secretary

President

ATTEST

MILESBERG FIREMAN'S RELIEF
ASSOCIATION, INC.

Secretary

President

ATTEST

MILESBERG BOROUGH

Robin D. Dyle

Alvin W. Jamieson

Secretary

President

ATTEST

UNIONVILLE BOROUGH

Secretary

President

ATTEST

BOGGS TOWNSHIP

Secretary

Chairperson

ATTEST

UNION TOWNSHIP

Secretary

Chairperson

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