

ORDINANCE NO. 1-92

AN ORDINANCE OF THE TOWNSHIP OF GREENE, BEAVER COUNTY, PENNSYLVANIA, APPROVING AN AGREEMENT BETWEEN THE BOROUGH OF HOOKSTOWN, THE BOROUGH OF GEORGETOWN AND THE TOWNSHIP OF GREENE FOR INTERGOVERNMENTAL COOPERATION IN PROVIDING AID AND ASSISTANCE FOR FIRE PROTECTION AND EMERGENCY SERVICES, AND AUTHORIZING THE EXECUTION THEREOF BY THE PROPER BOROUGH OFFICIALS.

BE IT ORDAINED AND ENACTED by the Board of Supervisors of the Township of Greene, Beaver County, Pennsylvania, and it is hereby ordained and enacted by the authority of the same as follows:

WHEREAS, the Borough of Hookstown, the Borough of Georgetown and the Township of Greene have previously agreed as to intergovernmental cooperation in providing aid and assistance for fire protection and emergency services; and

WHEREAS, the parties to said Agreement desire to continue to cooperate in providing aid and assistance to each other in the form of fire protection and emergency services, and to that end, have caused to be prepared a written Agreement; and

WHEREAS, the Act of July 12, 1972, P.L. 180, 53 P.S. § 481, et seq., required that agreements providing for joint cooperation be in writing and be adopted by ordinance.

NOW, THEREFORE, the Board of Supervisors of the Township of Greene, Beaver County, Pennsylvania, hereby ordains as follows:

SECTION 1. The Agreement between the Borough of Hookstown, the Borough of Georgetown and the Township of Greene, a copy of which is attached hereto, for intergovernmental cooperation in providing aid and assistance for fire protection and emergency services, is hereby accepted and approved.

SECTION 2. The proper officials of the Township of Greene are hereby authorized to execute said Agreement on behalf of the Township.

SECTION 3. All ordinances, or parts thereof, conflicting herewith, are hereby repealed.

ORDAINED AND ENACTED this 3rd day of March, 1991.

TOWNSHIP OF GREENE

ATTEST:

Andrea J. Thright
Secretary

By: Richard J. Schmitt
Chairman, Board of Supervisors

A G R E E M E N T

THIS AGREEMENT is made this 4th day of March, 1992,
between THE TOWNSHIP OF GREENE, a municipal corporation situate in
the County of Beaver and Commonwealth of Pennsylvania,

A N D

THE BOROUGH OF HOOKSTOWN, a municipal corporation situate in
the County of Beaver and Commonwealth of Pennsylvania,

A N D

The BOROUGH OF GEORGETOWN, a municipal corporation situate in
the County of Beaver and Commonwealth of Pennsylvania.

W I T N E S S E T H:

WHEREAS, the parties hereto have, in the past, extended to each
other aid and assistance for fire protection and emergency services;
and

WHEREAS, the authority to provide aid and assistance for fire
protection and emergency services and to make appropriations therefor
is contained in the following Act of Assembly:

Act of July 12, 1972
Act No. 180 of 1972, as amended, Section 1, et seq.
[53 P.S. § 481, et seq.]

Boroughs: Act of February 1, 1966
P.L. 581, Section 1202
[53 P.S. § 46202 (35)]; and

Second-Class Townships: Act of June 19, 1961
P.L. 454, Section 1
[53 P.S. § 65704, as amended.]

WHEREAS, without intergovernmental cooperation providing aid and assistance for fire protection and emergency services, the quality of such services, which, in the past, has been afforded to the residents of the signatory parties, would be adversely affected; and

WHEREAS, the Act of July 12, 1972, P.L. 180 [53 P.S. § 481, et seq.] requires that agreements providing for joint cooperation be in writing and be adopted by ordinance; and

WHEREAS, the signatory parties now desire to reduce to writing their previous understandings to assure intergovernmental cooperation to provide aid and assistance for fire protection and emergency services upon request.

NOW, THEREFORE, the governing bodies of the signatory parties, pursuant to the aforesaid authority, and intending to be legally bound, do mutually covenant and agree as follows:

I. PURPOSE AND OBJECTIVES

A. The purpose of the Emergency Services Board of Hookstown, Georgetown and Greene Township is to ensure the continued provision of fire protection and emergency services for the communities of Hookstown, Georgetown and Greene Township.

B. The primary objectives are as follows:

1. To review, evaluate and recommend to governmental bodies the current financial condition and immediate needs of the Hookstown Volunteer Fire Department, and to initiate audits at the Board's discretion.

2. To provide immediate and future recommendations to the Hookstown Volunteer Fire Department for the development and effective use of financial resources and general management improvements. To suggest long-term growth requirements for the Hookstown Volunteer Fire Department.

3. To provide feedback of pertinent information to all participating municipalities.

4. To evaluate, if necessary, alternate sources of fire protection.

5. To evaluate current and future needs of other emergency services, such as ambulance, police, etc., and make recommendations to governmental bodies.

6. To evaluate requests for financial assistance and distribute funding the Board has available, by line item approval.

7. To seek available funding for emergency services, including, but not limited to, grants, tax levies, insurance collections, fundraising and the Foreign Fire Fund.

II. ADMINISTRATION

A. A joint emergency services program shall be administered under the terms and conditions of this Agreement by a board, which is hereby known as the Emergency Services Board of Hookstown, Georgetown and Greene Township (hereinafter referred to as "Board").

B. The Board shall be composed of one regular member and one alternate member appointed by each of the respective parties to this Agreement. In addition, a member and alternate shall be appointed by

the Volunteer Fire Department, and an at-large member and alternate shall be appointed by Greene Township. The alternate member will serve in the absence of the regular member. In the absence of both the regular and the alternate member, a representative will have full voting rights if the substitute representative presents written evidence of his/her appointment by the proper officers of the party that the substitute is representing. If any representative of a party ceases to be a member of the Board, the vacancy shall be filled by the proper authorities of the party for the balance of the unexpired term. All appointments to the Board shall be made in writing and shall be executed by the proper officers of the party making the appointment. If a party to this Agreement subsequently withdraws from this Agreement, its representation on the Board shall cease upon the effective date of its withdrawal.

C. A quorum shall exist when one-half of the voting members are present. All decisions of the Board shall be made by a majority vote of those present, except that a budget must be approved by a majority of all of the voting members of the Board.

III. ADMINISTRATIVE POLICY

A. The Board may organize itself and adopt its own by-laws, provided, however, that the by-laws must be approved by the parties to this Agreement.

B. The Board shall have authority to hire such full-time and part-time employees as it deems necessary. The Board shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

C. The Board shall be responsible for furnishing appropriate reports, preparing an annual budget and for doing all other things necessary to carry out the functions of the Board.

D. The Board shall have the authority to purchase emergency services equipment and to distribute to the appropriate emergency services provider.

IV. FINANCES

A. The fiscal year of the Board shall be the calendar year.

B. No later than September 15th of each year, the Board shall submit to each party to this Agreement, a revenue budget indicating the proposed contribution of each party for the succeeding calendar year. Each party shall have until October 15th, or thirty (30) days after the presentation of the revenue budget, whichever last occurs, to withdraw from participation in the Emergency Services Board of Hookstown, Georgetown and Greene Township. In the event that half or more of the members withdraw from the Agreement, the remaining members shall meet within thirty (30) days of October 15th to determine whether the Board shall be continued or be dissolved. A majority of the remaining members may dissolve the Board.

C. The contributions of the member municipalities shall be as follows:

Each member municipality shall contribute one (1) mill of Real Estate Tax to the Board, for operational expenses, until such time that it be deemed no longer necessary by a unanimous vote of the Board's voting members.

The Board shall obtain any remaining income or revenue through fees and charges to Emergency Services users.

D. In the event that the Board is dissolved, the real and personal assets shall be distributed to the parties in proportion to the cumulative contributions of the parties from the date of this Agreement to the time of dissolution.

E. All funds shall be deposited in a financial institution or institutions of the Board's selection. All expenditures shall be made by the treasurer of the Board as directed by the Board.

V. FACILITIES

A. Each of the participating parties shall attempt to cooperate in making their property, equipment and buildings available for the use of the Board when there is no conflict with the use of said facilities and equipment by the participating parties.

B. The Board shall pay for all custodial or other services associated with the use of the host community's facilities and equipment.

C. The rate of pay for custodial or other services shall be determined by mutual agreement between the Board and participating municipalities involved, as shall other matters relating to the use of any property, equipment and buildings of any participating party to this Agreement.

VI. TERMS OF AGREEMENT

A. This Agreement shall become effective as of January 1, 1992 and continue until December 31, 1992 and shall be automatically self-renewed from year to year thereafter, provided, however, that any participating party may withdraw from the terms of this Agreement by giving written notice of such withdrawal within the time established under Article III of this Agreement.

B. Additional parties may be added to this Agreement upon the unanimous consent of the Board, and upon written agreement of the additional party to be bound by the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed by their proper authorized officers and have caused the respective seals of the municipalities to be affixed hereto the day and year first-above written.

ATTEST:

BOROUGH OF HOOKSTOWN

Joy Galicic

By:

James H. Hubbard

ATTEST:

BOROUGH OF GEORGETOWN

Marylyn A. Allen

By:

Charles Elaine

ATTEST:

TOWNSHIP OF GREENE

Sandra J. Stright

By:

Robert J. Stright

Emergency Services Board of Hookstown, Georgetown & Greene Township

Constitution and By-laws

Section 1. Composition of Board

A five member Board shall consist of a regular member or his/her alternate or a person designated by the regular member to be the alternate in the absence of the regular member and his/her alternate, to be appointed by each of the following, presently consisting of: Hookstown Borough, Georgetown Borough, Greene Township, and the Hookstown Volunteer Fire Department; and any other political subdivisions, which may later be eligible to participate. The fifth member shall be an at-large member/alternate, appointed by Greene Township. Each participating municipality, the volunteer fire department and the at-large member shall be entitled to one vote at the Board meetings.

Section 2. Function of Board

The Board shall act as the policy-making body of the participating municipalities on all matters pertaining to emergency services under the jurisdiction of the Emergency Services Board of Hookstown, Georgetown and Greene Township, and shall cooperate with other governmental agencies and civic groups in the advancement of sound emergency services planning.

Section 3. Intergovernmental Agreement

A separate copy of the governing agreement involving the participating communities, prepared and signed by same, shall be a supplement to the constitution and by-laws.

MEETINGS

Section 1. Regular Meetings:

The regular meeting of the Emergency Services Board shall be held on the third Monday of each month, at the hour of 7:30PM, in the principal office of the Board, or at a time and place as designated by the Board.

Section 2. Special Meetings:

Special Meetings may be called at any time at the request of the Chairman of the Board, or by at least 3 members of the board.

Section 3. Minutes of meetings:

Minutes of the previous monthly meeting shall be mailed to each regular member and alternate of the Board five (5) days prior to each monthly meeting.

Section 4. Quorum:

A quorum shall exist when one-half of the members are present. All decisions of the Board shall be made by a majority vote of those present, except when a budget must be approved by majority of all voting members of the Board.

Section 5. Order of Business

General parliamentary rules as set forth in Robert's Rules of Order shall be observed in conducting business of the Board, unless otherwise set forth hereunder. The following shall be the Order of Business of the Board, but this order of business may be suspended, and any matter considered or postponed by action of the Board:

1. Roll Call
2. Approval of Minutes
3. Treasurer's Report
4. Communications
5. Business Items
 - a. Old Business
 - b. New Business
6. Recognition of Public
7. Payment of Bills & NEXT MEETING SCHEDULE
8. Adjournment

OFFICERS & SECRETARY/TREASURER

Section 1. Election of Officers:

The Board shall elect the following officers to serve for one year from the date of election or until successors are elected to office: Chairman, Vice-Chairman. The election to be held at the beginning of the annual re-organizational meeting.

Section 2. Special Elections:

In the event of a failure for any reason to elect either of the said officers, or in case a vacancy shall occur in any of the said offices for any reason, then an election may be held at any regular or special meeting, with twenty (20) days advance written notice given to regular and alternate members.

Section 3. Appointment of Secretary/Treasurer

The Secretary/Treasurer is an employee of the Board and is to be appointed by majority vote of Board members and shall serve until resignation or removal by the Board.

Section 4. Duties of the Chairman:

The Chairman of the Board shall preside at the meetings of the Board and shall perform the other duties ordinarily performed by that officer.

Section 5. Duties of the Vice-Chairman:

The Vice-Chairman of the Board, in the absence or incapacity of the Chairman, shall perform all the duties of the Chairman of the Board. In the absence of both the Chairman and Vice-Chairman, the Board shall elect a President protempore who shall perform the duties of the Chairman.

Section 6. Duties of the Secretary/Treasurer:

The secretary shall perform the usual duties pertaining to this office, including the maintaining of records, keeping of important documents, notification of meetings, etc. The Secretary/Treasurer may be one of two signatures on all checks. The Chairman and Vice-Chairman shall also be eligible to sign checks. The Treasurer shall recommend for Board approval an auditor to conduct a public audit at the conclusion of the fiscal year. The Treasurer shall be bonded for the amount of funds expected to be handled during each year, as determined by the annual budget, by a bonding agent of the Board's choice, at the Board's expense.

COMMITTEES OF THE BOARD

Section 1. Appointment of Committees:

The Chairman may appoint members & alternates of the Board to serve on committees when he/she deems it necessary.

Section 2. Advisory Committees:

The Board may, from time to time, appoint advisory committees. The personnel of such committees may be composed of members of the communities, representatives of civic clubs, or others.

FISCAL YEAR

Section 1. The fiscal operation of the Board shall be on an annual basis, continuing from January 1, through December 31st.

DEPOSITORY

Section 1. The funds of the Board shall be placed in a depository as designated by the Board.

STAFF

Section 1. The staff of the Emergency Services Board shall consist of the Secretary/Treasurer, who shall serve the Board; and whatever other personnel the board deems necessary.

AMENDMENTS

Section 1. These by-laws may be amended at any regular meeting of the Board by four (4) of the five (5) voting members, with the subsequent concurrence of all the member municipalities.

Approved By:

Blaine W. Mott
Hookstown Delegate

Tommy Scopio
Georgetown Delegate

John Charles Wright
Greene Township Delegate

Dale A. Kowalski
Fire Department Delegate

Donald Ketterer
At-Large Delegate

Attest:

Sandra J. Shugart
Secretary

11/18/91
Date