

CHAPTER 7

FIRE PREVENTION AND FIRE PROTECTION

PART 1

FIRE PROTECTION AGREEMENT

§7-101. Fire Protection Agreement

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1. Budget. The total cost of fire protection within the Towanda Fire District will be determined by adding the operating costs of the Towanda Fire Department, the capital costs of purchasing, maintaining and replacing equipment and any man-power costs not directly attributable to operating the Towanda Fire Department.
2. Fair Share Formula. The budget shall be divided among the municipalities or political subdivisions served by the Towanda Fire Department according to a fair share formula prepared by the Fire Information, Research, Education Center of the University of Minnesota Agricultural Extension Service, in which the share of each municipality of the total budget shall be determined by applying the average of the percentage of the use of the Towanda Fire Department made in such municipality in the previous year with the percentage of the total assessed value of the Towanda Fire District attributable to such municipality.
3. Assumptions. For the purpose of applying the fair share formula under this agreement, it shall be presumed conclusively that 100% of the assessed valuation in the Township is located within the Towanda Fire District. The fair share of any party to this agreement may be altered by the inclusion in this agreement or in similar agreements for a period of time covered by this agreement of more municipalities or political subdivisions than are parties to this agreement as of the above date.
4. Contribution. Township shall budget annually and shall pay to Towanda Borough its fair share of the budget, based in part on figures available for inclusion in such budget from the previous budget year. Township shall pay Borough the amount determined to be due and owing under this agreement or the quarterly periods ending on March 31, June 30, September 30 and December 31 of each year. Such payments shall be made within 10 days of the end of each such calendar quarter.
5. Annual Adjustment. A soon as actual budget totals are available for the previous year, an adjustment to the estimated budgeted payments by Township to Borough shall be made, and any difference between the fair share of the Township, determined on the basis of actual budget totals, and the total of estimated quarterly payments made, shall be refunded or billed by the Borough to Township. In the event of an underpayment by Township to Borough, based on actual annual budget totals, it shall be the duty of Township to pay the Borough in full within 30 days of having received a bill from Borough. In the case of an overpayment, it shall be the duty of the Borough to remit the adjustment to the Township within 30 days following the determination by the Borough of the actual annual budget totals.

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6. Services. In consideration of the aforementioned payments, Borough shall furnish the following services in case of fire within the geographic boundaries of Township and within the Towanda Fire District:
 - A. First Alarm. One pumper, one tanker and one pumper on standby.
 - B. Second Alarm. Upon request of the officer in charge, the remaining available equipment of Towanda Fire Department.
 - C. Mutual Aid. The same mutual aid which shall be available to Borough at any given time.
7. Term. The initial term of this agreement shall be for five years commencing on December 1, 1990, and this agreement shall renew automatically for successive periods of one year each, unless either party shall give the other party written notice no less than 90 days prior to the end of the anniversary date of the contract, that this agreement shall terminate. The purpose of this long term is to enable the Towanda Fire Department better to plan its budget needs over a long term.
8. Authority. Officers of the Towanda Fire Department shall have the same authority in the Township as they do in the Borough under the Code of Ordinances of the Borough of Towanda and the Towanda Fire Department constitution and bylaws.
9. Reports. Borough shall provide Township, through the Towanda Township Supervisors, the following report:
 - A. Monthly fire reports, including mileage breakdown.
 - B. Budget reports of all fire expenditures of the Township Fire Department, quarterly and annual.
10. Borough Properties. In the event of any fire at real estate within the Township owned by the Borough, the Township shall not be charged for such fires, and Borough shall assume total responsibility for the cost of fighting such fires.

(Agr. 9/9/1991)