

ORDINANCE NO. 2-2023

EAST BRADFORD TOWNSHIP

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE TOWNSHIP OF EAST BRADFORD AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERMUNICIPAL FIRE SERVICES AGREEMENT WITH WEST BRADFORD TOWNSHIP AND THE WEST BRADFORD FIRE COMPANY, AND PROVIDING FOR SEVERABILITY, REPEALER, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. § 66803(c), East Bradford Township ("East Bradford"), and any other Second Class Township, is authorized to "contract with or make grants to near or adjacent municipal corporations or volunteer fire companies therein for fire protection in the township";

WHEREAS, West Bradford Township ("West Bradford") also has the legal authority to enter into contracts with municipalities for mutual aid or assistance in fire protection, or for the furnishing to, or receiving from, the municipalities, aid and assistance in fire protection, and to make appropriations therefor (East Bradford and West Bradford are collectively referred to as the "Townships," or individually as a "Township");

WHEREAS, pursuant to the West Bradford Township Code, as amended, the West Bradford Fire Company (the "Fire Company") is the officially recognized fire company for West Bradford;

WHEREAS, East Bradford previously entered into an agreement for the Fire Company to provide fire protection and emergency response services in a defined geographic area of East Bradford pursuant to a fire protection and emergency response services agreement that will expire on December 31, 2023;

WHEREAS, East Bradford deems that the continuation of such fire protection and emergency response services is necessary for the protection of the health, safety and welfare of its residents;

WHEREAS, under and pursuant to the terms, conditions, and provisions set forth in an Intermunicipal Fire Services Agreement (the "Agreement") attached hereto as Exhibit "A," West Bradford desires to continue providing fire protection and emergency response services to East Bradford; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, 53 Pa.C.S.A. § 2301 et seq., as amended, the Townships may enter into agreements with other municipalities and government agencies to perform governmental powers and duties.

**NOW THEREFORE BE IT ENACTED AND ORDAINED**, and it is hereby enacted by authority of the Board of Supervisors of East Bradford Township, as follows:

**SECTION 1. AUTHORIZATION.** East Bradford is hereby authorized to enter into the Agreement with West Bradford in accordance with the terms and conditions authorized by this Ordinance and set forth in the Agreement, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by reference. Furthermore, the appropriate officers of East Bradford are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purposes and intent of the Agreement and this Ordinance.

**SECTION 2. CONDITIONS OF AGREEMENT.** The Agreement is conditioned upon each Township's governing body enacting an Ordinance that authorizes such municipality to execute the Agreement.

**SECTION 3. DURATION AND TERM OF AGREEMENT.** The term of the Agreement shall commence at 12:00 A.M., on January 1, 2024, and, unless earlier terminated by either Township pursuant to Section 14 of the Agreement, shall terminate at 11:59 P.M., on December 31, 2028.

**SECTION 4. PURPOSE AND OBJECTIVES OF THE AGREEMENT.** The purposes and objectives of the Agreement are to authorize the Fire Company to provide fire protection and emergency response services to certain portions of East Bradford and to establish the cost of such fire services.

**SECTION 5. MANNER AND EXTENT OF FINANCING FOR THE AGREEMENT.** The fire protection and emergency response services that will be provided by the Fire Company pursuant to the Agreement shall be paid for by East Bradford in accordance with the payment terms specified in Section 6 of the Agreement.

**SECTION 6. ORGANIZATIONAL STRUCTURE NECESSARY TO IMPLEMENT THE AGREEMENT.** Each municipality that enters the Agreement is governed by an elected governing body who shall oversee the implementation and enforcement of the Agreement.

**SECTION 7. MANNER IN WHICH REAL OR PERSONAL PROPERTY SHALL BE ACQUIRED, MANAGED, LICENSED OR DISPOSED OF.** The Fire Company shall own all real property and personal property used for the provision of fire services pursuant to the Agreement.

**SECTION 8. AUTHORITY TO ENTER INTO CONTRACTS FOR POLICIES OF GROUP INSURANCE AND EMPLOYEE BENEFITS.** The Fire Company is empowered to enter into contracts for policies of group insurance and employee benefits for any employees of the Fire Company.

**SECTION 9. SEVERABILITY.** If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections, or parts hereof. It is hereby declared as the intent of the Board of Supervisors of East Bradford that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

**SECTION 10. REPEALER.** All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 11. EFFECTIVE DATE.** This Ordinance shall become effective five (5) days from the date hereof.

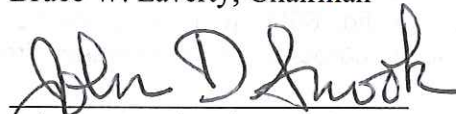
ENACTED AND ORDAINED this 5 day of October 2023.

ATTEST:

  
\_\_\_\_\_  
Township Secretary  
(seal)

**BOARD OF SUPERVISORS  
EAST BRADFORD TOWNSHIP**

  
\_\_\_\_\_  
Bruce W. Lavery, Chairman

  
\_\_\_\_\_  
John D. Snook, Vice Chairman

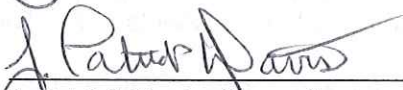
  
\_\_\_\_\_  
J. Patrick Davis, Supervisor

Exhibit A

**FIRE SERVICES AGREEMENT**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023 between East Bradford Township, Chester County, Pennsylvania, a body corporate and political and duly organized under the laws of the Commonwealth of Pennsylvania, having an address of 676 Copeland Road, West Chester, Pennsylvania 19380 (hereinafter "Township"), the West Bradford Fire Company, a non-profit volunteer fire company duly incorporated under the laws of the Commonwealth of Pennsylvania, having an address of 1305 West Strasburg Road, West Chester, Pennsylvania 19382 (hereinafter "Fire Company"), and West Bradford Township, Chester County, Pennsylvania, a body corporate and political and duly organized under the laws of the Commonwealth of Pennsylvania, having an address of 1385 Campus Drive, Downingtown, Pennsylvania 19335 (hereinafter "West Bradford Township")

**WHEREAS**, East Bradford Township and West Bradford Fire Company mutually agree to enter into an emergency services contract wherein West Bradford Fire Company will provide fire and emergency response services in a portion of the Township, as further described herein, for the purpose of protecting both life and property in said area; and

**WHEREAS**, the Fire Company possesses the experience, personnel, and apparatus to provide such fire and emergency response services, and does desire to offer said services to Township; and

**WHEREAS**, the Second Class Township Code, Act of June 19, 1961, P.L. 454, Section 1, as amended, 53 P.S. Section 66803(c) enables the Township to contract with or make grants to near or adjacent municipal corporations or volunteer fire companies therein for fire protection in the Township; and

**WHEREAS**, the Township deems such fire protection service necessary for the protection of health, safety and welfare of the residents of the Township;

**NOW THEREFORE**, for and in consideration of the mutual promises each made to the other as contained herein, and in consideration of the covenants hereinafter set forth, and to be legally bound, Township and Fire Company agree as follows:

**RECITALS**

1. **Services Provided.** The Fire Company shall furnish all fire protection services including, as and when necessary, use of all fire and emergency equipment and personnel of the West Bradford Fire Company for fire suppression and rescue services to all properties situated within the geographic area (Service Territory) of the Township.
2. **Service Territory.** Township hereby assigns Fire Company as the designated and primary Fire Company responder for all calls originating in that portion of Township shown in Exhibit A attached hereto.
3. **Term.** It is the intention of the parties that this Agreement shall be binding and in effect for a period of five (5) years commencing on January 1, 2024 and ending on December 31, 2028, subject to approval, as evidenced below, by the authorized officials of the respective parties hereto. In the event that all parties have not executed this Agreement until after the effective date, it is agreed that it shall be retroactive to January 1, 2024, provided however, Township shall have no liability to make payment under the terms hereof until the Agreement is fully executed. The term of this Agreement shall commence at 12:00 AM on January 1,

2024, and shall expire at 11:59 PM on December 31, 2028, unless terminated earlier as provided herein.

4. Fire Company Responsibilities. In addition to any other obligation described herein, Fire Company shall:
  - a. Authorize and direct the Fire Company to provide fire and emergency response services in the Service Territory;
  - b. Provide a copy of the Fire Company annual operating and capital budget to the Township at least ten (10) days prior to the adoption of the budget by the Fire Company;
  - c. Provide monthly reports (written) of incidents with sufficient detail as to type of response, location, property damage/at risk and related detail sufficient for Township to understand extent and level of service response for the period;
  - d. Disclose to Township any proposed action Fire Company intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory and/or the Fire Company's ability to provide fire and emergency response services in the Service Territory;
  - e. Promptly disclose to Township any information that Fire Company reasonably believes may directly affect its ability to perform its obligations under this Agreement; and,
  - f. Return to the Township any prorated Payment Amount for the length of service not actually provided if the Agreement is terminated early as permitted herein.

5. Township Responsibilities. In addition to any other obligation described herein, Township shall:
  - a. Appoint and recognize the Fire Company as the designated and primary responder within the Service Territory, and take the needed actions to effect this appointment as may be required by law;
  - b. Promptly pay Fire Company the Payment Amount for the service year as indicated herein, or a prorated share of the Payment Amount for the length of service actually provided if the Agreement is terminated early as permitted herein; and,
  - c. Promptly disclose to Fire Company any information Township reasonably believes may directly affect its ability to perform its obligations under this Agreement.

It is understood and agreed that Township shall have no responsibility whatsoever toward the Fire Company members and personnel as to any employment related issues including training, supervision, performance reviews, discipline, compensation, benefits, insurance coverage, compliance with any employment related federal, state, and local laws and any other employment related issues.

6. Payment Amount. In exchange for the Fire Company provision of fire and emergency response services in the Service Territory, the Township shall provide consideration to the Fire Company as follows:

Calendar Year	Township Shall Pay to the Fire Company	On or Before
2024	\$55,668	January 31, 2024
2025	\$60,429	January 31, 2025
2026	\$62,241	January 31, 2026
2027	\$64,109	January 31, 2027
2028	\$66,032	January 31, 2028

7. Foreign Fire Insurance Premium Tax Share. For each calendar year in which the Fire Company provides fire and emergency response services in the Service Territory, and in which the Commonwealth distributes Foreign Fire Insurance Premium Tax to the Township, the Township shall forward to the West Bradford Fire Relief Association forty-five percent (45%) of the total Foreign Fire Insurance Premium Tax funds received from the Commonwealth for said year. The Township shall forward these funds to the West Bradford Fire Relief Association in the manner as set forth by State law.
8. Insurances. Fire Company shall maintain in full force and effect during the term of the Agreement adequate errors and omissions and general liability insurance for its operations at all times. Liability and collision insurances shall likewise be maintained on all Fire Company apparatus at all times. Upon request of the Township the Fire Company shall promptly forward proof of coverage to the Township.

It is the intention of this Agreement that the Township shall have no financial responsibility for liability arising out of any firefighting activities provided to the Township by West Bradford Fire Company under the terms of this Agreement, such activities being solely within the control and under the direction of the Fire Company.

The Fire Company and/or West Bradford Township shall pay for and provide to all paid and volunteer firefighters and all other personnel of the West Bradford Fire Company, such worker compensation and other insurance in at least such minimum amounts as mandated by State law, and that such insurance shall be maintained in full force and effect for and during the term of this Agreement. In no event shall this Agreement be construed or interpreted to make any paid or volunteer firefighter or other personnel of the West Bradford Fire Company, employees of the Township and the Township shall have no liability or responsibility to them or any of them arising out of the performance of the duties as volunteer or paid firefighters, fire volunteers or emergency volunteer personnel while performing their duties as required under the terms of this Agreement, or otherwise, in the Township.

9. Allocation of Resources. The parties understand the Fire Company officer in charge of the particular scene shall be empowered to exercise judgment, in his sole discretion, as to how to best allocate available resources of the Fire Company under the circumstances of a given situation, and in consideration of all established policies, guidelines, procedures and best management practices.
10. Housing & Apparatus Maintenance; Ownership. Township has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing apparatus or other equipment needed to provide the fire and emergency response services in the Service Territory. The Fire Company (or West Bradford Township) owns the buildings and apparatus associated with the Fire Company, and Payment Amounts paid by Township do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below:
  - [none noted]
11. Service Agreement. This is a Service Agreement. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.
12. Modification. This Agreement encompasses the entire understanding and arrangement between the parties and no alterations, variations, modifications, or waivers of the provisions

of this Agreement are valid unless mutually agreed to in writing by the parties and attached as an Addendum hereto.

13. Subcontracting & Assignment. Fire Company shall not subcontract or assign any portion of this Agreement to another without prior written permission from Township. Services provided to Township pursuant to a mutual aid agreement(s) Township has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Township so long as Fire Company remains the primary responder within the Service Territory.
14. Termination. This Agreement may be terminated at anytime during its term by mutual agreement of the parties. Either party may terminate this Agreement by serving a 120-day written notice of termination to the Party Contact as noted herein. If the Township fails to pay for the service as required by the Agreement, Fire Company may terminate this Agreement by serving a 60-day written notice of termination to the Party Contact as noted herein.
15. Party Contact. All notices required by this Agreement shall be submitted to the following:

*for the Fire Company:*

Andrew E. Follett Sr.  
West Bradford Fire Company  
1305 West Strasburg Road  
West Chester, PA 19382

*for the Township:*

Chairman of the Board of Supervisors  
c/o Township Manager – Mandie Cantlin  
East Bradford Township  
676 Copeland Road  
West Chester, PA 19380

*for West Bradford Township:*

Chairman of the Board of Supervisors  
c/o Township Manager – Justin Yaich  
West Bradford Township  
1385 Campus Drive  
Downingtown, PA 19335

16. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania. All proceedings related to this Agreement shall have venue in the Commonwealth of Pennsylvania.
17. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

**ATTEST:**

**FOR THE TOWNSHIP OF EAST BRADFORD  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
Township Secretary

\_\_\_\_\_  
Chairman, Bruce W. Lavery, Esq.

Date: \_\_\_\_\_

**ATTEST:**

**FOR THE WEST BRADFORD FIRE COMPANY**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**FOR THE TOWNSHIP OF WEST BRADFORD  
BOARD OF SUPERVISORS**

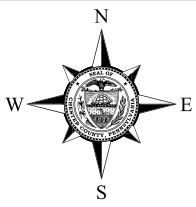
\_\_\_\_\_  
Township Secretary

\_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

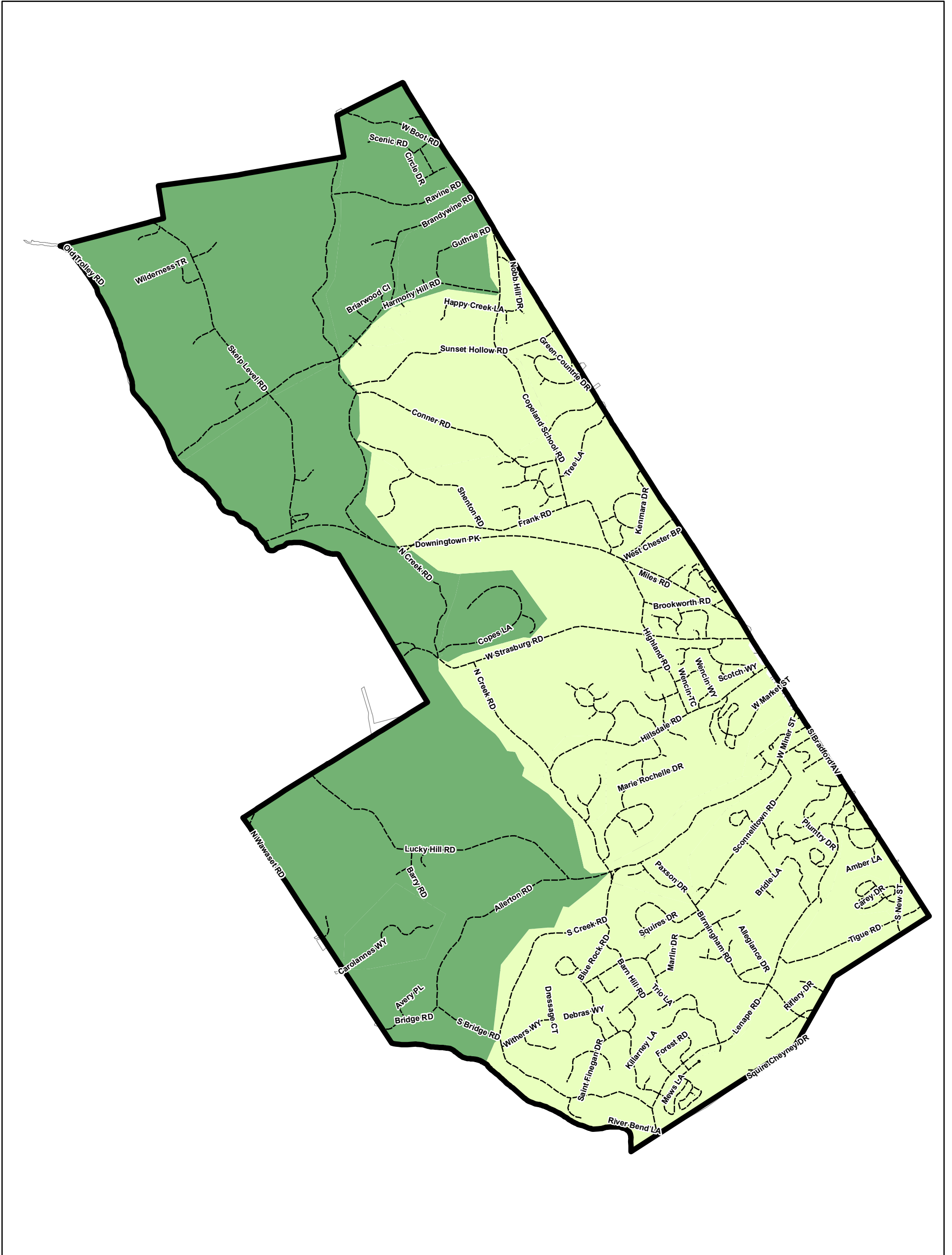


**EXHIBIT A**



# East Bradford Township

## Fire Service Areas



NOTES: Not for engineering purposes

Address data source: Chester County GIS Department.

Landbase Source: Planimetric features have been compiled to meet the National Map Accuracy Standard of 1:24,000 scale mapping using first order, fully analytical digital stereoplotters, from aerial photography dated Spring, 2010, controlled analytically from ground points captured using first order GPS equipment. Planimetric coordinates were based on the PA State Plane Coordinate System South Zone and North American Datum 1983.

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Legend	
	Roads
	Municipal Border
	Station Name
	1st W Chester
	W Bradford FC