

## **RESOLUTION NO. 2023-16**

### **A RESOLUTION FOR THE APPROVAL OF THE THORNBURY TOWNSHIP FIRE SERVICES AGREEMENT**

**WHEREAS**, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. §66803(c), each of the Townships 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**, pursuant to separate respective agreements by and between each of the Townships and the Borough, each of which will expire on December 31, 2023, the Fire Department heretofore provided fire protection services to certain portions of each of the Townships; and

**WHEREAS**, each of the Townships deems that the continuation of such fire protection service is necessary for the protection of the health, safety and welfare of its residents; and

**WHEREAS**, under and pursuant to the terms, conditions, and provisions in an Intermunicipal Fire Services Agreement attached hereto as Exhibit “A”, the Borough is desirous of continuing to provide fire protection service to each of the Townships.

**WHEREAS**, pursuant to the Intergovernmental Cooperation Act of 1996, 53 Pa.C.S.A. §2301 et seq., the Borough and Townships may enter agreements with other municipalities and government agencies to perform governmental powers and duties upon the passage of an ordinance or resolution by the governing body;

**WHEREAS**, on September 7, 1993, pursuant to Ordinance No. 1993-5, the Township recognized the West Chester Fire Department, which consists of First West Chester Company, Good Will Company, and Fame Fire Company, as the official Fire Department of Thornbury Township in order for the members of the designated fire companies to receive the full benefit of governmental immunity and workers’ compensation statutes, rules, and regulations; and

**WHEREAS**, Ordinance No. 1993-5 was amended in its entirety on November 21, 2006, by Ordinance No. 2006-6 which again recognized the West Chester Fire Department, consisting of the First West Chester Company, Good Will Company, and Fame Fire Company, as the official Fire Department of Thornbury Township; and

**WHEREAS**, the contract entered into by the West Chester Fire Department and Thornbury Township pursuant to Resolution 2018-17 will expire on December 31, 2023; and

**WHEREAS**, Thornbury Township is desirous of continuing to recognize West Chester Fire Department as the official Fire Department for Thornbury Township pursuant to and in accordance with the provisions of Ordinance No. 2006-6 and the Fire Services Agreement presented to Thornbury Township by the West Chester Fire Department, which provides for fire services for Thornbury Township from January 1, 2023, through December 31, 2028, a copy of which Agreement is attached hereto and marked as Exhibit “A.”

## RESOLUTION NO. 2023-16

**NOW THEREFORE BE IT RESOLVED**, and it is hereby resolved by authority of the Board of Supervisors, as follows:

SECTION 1. AUTHORIZATION. The Board of Supervisors (the "Township") is hereby authorized to enter into an Intermunicipal Fire Services Agreement (the "Agreement") with Birmingham Township, East Bradford Township, West Chester Borough, West Goshen Township and Westtown Township in accordance with the terms and conditions authorized by this Resolution 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 the Township are hereby authorized to do whatever is necessary and appropriate to carry out the provisions of the Agreement and this Resolution, and to comply with the purposes and intent of the Agreement and this Resolution.

SECTION 2. CONDITIONS OF AGREEMENT. The Agreement is conditioned upon each Township's governing body enacting an Ordinance or adopting a Resolution which authorizes such municipalities to enter into and 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 the Township as to a given Township pursuant to Section 2.C.1 of the Agreement or by any Township pursuant to Section 2.C.2, 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 Department to provide fire protection services to certain portions of each of the Townships and to establish the respective Township's share of the cost of such fire services.

SECTION 5. MANNER AND EXTENT OF FINANCING FOR THE AGREEMENT. The fire protection services which will be provided by the Fire Department pursuant to the Agreement shall be shared and paid for by the respective Townships in accordance with the payment terms specified in paragraph 2 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. Moreover, West Chester Borough has established a Police and Fire Committee which oversees the Fire Department's operation. The Agreement contemplates that each Township shall appoint not more than two delegates to serve on the West Chester Fire Committee.

SECTION 7. MANNER IN WHICH REAL OR PERSONAL PROPERTY SHALL BE ACQUIRED, MANAGED, LICENSED OR DISPOSED OF. The Fire Department or the Constituent Fire Companies 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 OR POLICIES OF GROUP INSURANCE AND EMPLOYEE BENEFITS. The Borough and Fire Department are empowered to enter into contracts for policies of group insurance and employee benefits for any employees of the Fire Department.

**RESOLUTION NO. 2023-16**

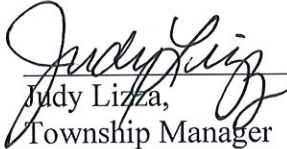
SECTION 9. SEVERABILITY. If any provision, sentence, clause, section, or part of this Resolution is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections,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

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon enactment as by law provided.

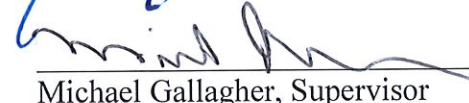
**NOW THEREFORE, BE IT APPROVED AND RESOLVED**, this 18<sup>th</sup> day of December 2023, the Thornbury Township Board of Supervisors accepts the terms of the Fire Services Agreement attached hereto as Exhibit "A" and authorizes the Township to enter into the Fire Services Agreement with the West Chester Fire Department for Fire Services for Thornbury Township for the period of January 1, 2023, through December 31, 2028.

**ATTEST:**

**THORNBURY TOWNSHIP, CHESTER COUNTY  
BOARD OF SUPERVISORS**


  
\_\_\_\_\_  
Judy Lizza,  
Township Manager

  
\_\_\_\_\_  
James Benoit, Chairman

  
\_\_\_\_\_  
Michael Gallagher, Supervisor

  
\_\_\_\_\_  
Joseph Lisa, Supervisor

  
\_\_\_\_\_  
Robert Wiggins, Supervisor

  
\_\_\_\_\_  
Eric C. Burling, Supervisor

# EXHIBIT "A"

## INTERMUNICIPAL FIRE SERVICES AGREEMENT

This **INTERMUNICIPAL FIRE SERVICES AGREEMENT** (this "Agreement") is made and entered into this 19<sup>th</sup> day of December, 2023 by and between the **BOROUGH OF WEST CHESTER**, a political subdivision of the Commonwealth of Pennsylvania with an address at 829 Paoli Pike, West Chester, Pennsylvania 19380 (but which, during the Term (as hereinafter defined) shall have an address at 401 East Gay Street, West Chester, Pennsylvania 19380) (the "Borough"), the **TOWNSHIP OF BIRMINGHAM**, a political subdivision of the Commonwealth of Pennsylvania with an address at 1040 West Street Road, West Chester, Pennsylvania 19382 ("Birmingham"), the **TOWNSHIP OF EAST BRADFORD**, a political subdivision of the Commonwealth of Pennsylvania with an address at 666 Copeland School Road, West Chester, Pennsylvania 19380 ("East Bradford"), the **TOWNSHIP OF THORNBURY (CHESTER COUNTY)**, a political subdivision of the Commonwealth of Pennsylvania with an address at 800 E Street Road, West Chester, Pennsylvania 19382 ("Thornbury"), the **TOWNSHIP OF WEST GOSHEN**, a political subdivision of the Commonwealth of Pennsylvania with an address at 1025 Paoli Pike, West Chester, Pennsylvania 19380 ("West Goshen"), and the **TOWNSHIP OF WESTTOWN**, a political subdivision of the Commonwealth of Pennsylvania with an address at 1039 Wilmington Pike, West Chester, Pennsylvania 19380 ("Westtown" and, sometimes together with Birmingham, East Bradford, Thornbury, and West Goshen, the "Townships" and sometimes, each, a "Township").

### BACKGROUND

**WHEREAS**, pursuant to Chapter 7 of the Code of the Borough (the "Borough Code"), the West Chester Fire Department (the "Fire Department") is comprised of those certain fire companies operating within the jurisdictional limits of the Borough as of the date of this Agreement; *to wit*, Fame Fire Company, First West Chester Fire Company, and Good Will Fire Company (collectively, the "Constituent Fire Companies"); and

**WHEREAS**, pursuant to Chapter 7 of the Borough Code, the Borough Council of the Borough, as the governing body of the Borough, established rules and regulations applicable to operation of the Fire Department; and

**WHEREAS**, pursuant to Section 7-9 of the Borough Code "[t]he Fire Department . . . will respond to any alarm of fire from any township where fire protection contracts are in existence[;]" and

**WHEREAS**, the Borough has the legal authority to enter into contracts with the Townships for mutual aid or assistance in fire protection, or for the furnishing to, or receiving from, the Townships, aid and assistance in fire protection, and to make appropriations therefor; and

**WHEREAS**, pursuant to the Pennsylvania Second Class Township Code, 53 P.S. §66803(c), each of the Townships 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**, pursuant to separate respective agreements by and between each of the Townships and the Borough, each of which will expire on December 31, 2023 (collectively, the "Prior Fire Services Agreement"), the Fire Department heretofore provided fire protection services to certain portions of each of the Townships; and

**WHEREAS**, each of the Townships deems that the continuation of such fire protection service is necessary for the protection of the health, safety and welfare of its residents; and

**WHEREAS**, under and pursuant to the terms, conditions, and provisions set forth in this Agreement, the Borough is desirous of continuing to provide fire protection service to each of the Townships.

**NOW, THEREFORE**, for and in consideration of the mutual promises set forth in this Agreement and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Borough and the Townships agree as follows:

1) Incorporation of Recitals; Incorporation of Exhibits. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if here set forth in their entirety. All Exhibits attached to this Agreement are incorporated herein by reference.

2. Payment; Apportionment; Authority to Terminate.

A. Semi-Annual Payments. Each of the Townships acknowledges as follows:

- i. that the Borough shall incur certain costs and expenses associated with the Fire Department;
- ii. that such costs and expenses are greater than they would otherwise be if the Fire Department were to provide Fire Protection Services (as hereinafter defined) only to the Borough;
- iii. that the Borough is relying upon this Agreement and the Townships' performance of their obligations hereunder in planning for and accommodating such additional costs and expenses; and
- iv. that, but for this Agreement and the Townships' representations, covenants, and warranties set forth herein, the Borough would not incur such additional costs and expenses.

In furtherance, and not in limitation, of the foregoing, the Townships shall pay to the Borough the amounts shown on Exhibit A for the respective years listed in ten (10) equal semi-annual installments of (each, a "Semi-Annual Installment") as more fully set forth in this Agreement.

B. Apportionment. The Townships shall apportion each Semi-Annual Installment between and amongst themselves pursuant to the schedule attached hereto as Exhibit A. Each Semi-Annual Installment shall be remitted to the Borough on March 1<sup>st</sup> and June 1<sup>st</sup> of each calendar year during the Term (as hereinafter defined) without offset or deduction, such that the first Semi-Annual Installment is and shall be due on March 1, 2023, and the last Semi-Annual Installment is and shall be due on June 1, 2028. The obligation to remit each Semi-Annual Installment is and shall be absolute and unconditional under all circumstances whatsoever. Each of the Townships shall remit its share of each Semi-Annual Installment (as set forth on Exhibit A) directly to the Borough or, as they may elect, one or more of the Townships may remit their collective shares of each Semi-Annual Installment to the Borough together.

C. Authority to Terminate and/or Suspend.

1. Borough's Right to Terminate for Nonpayment. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere the Townships acknowledge that, at the Borough's sole and absolute option, the Borough may terminate this Agreement as to any Township which does not remit to the Borough that Township's share of any Semi-Annual Installment, which such termination shall be effective upon the Borough's transmission to the delinquent Township of notice of the Borough's election to terminate. In lieu of such termination, the Borough may elect to suspend its duty to Provide Fire Protection Services under and pursuant to this Agreement for any Township which does not remit to the Borough that Township's share of any Semi-Annual Installment (or, otherwise, pursuant to Section 3.B. of this Agreement), which such suspension shall be effective upon the Borough's transmission to the delinquent Township notice of the Borough's election to suspend and shall not be lifted until twenty-four (24) hours after the Borough receives from that Township the delinquent Semi-Annual Installment together with interest thereon calculated at a rate equal to the prime rate as listed in the first edition of the *Wall Street Journal* published in the year in which the delinquent payment was due, plus 1% per annum compounded monthly (or, otherwise, affects a resolution pursuant to Section 3.B. of this Agreement). In the event that this Agreement is terminated by the Borough as to any Township, the amount of each successive Semi-Annual Installment due from the remaining Townships shall be increased by an amount equal to the amount which would have otherwise been paid by the eliminated Township provided, however, that the remaining Townships may elect to allocate the amount of such increase amongst themselves in whatever manner they see fit by providing notice of such allocation to the Borough not later than thirty (30) days prior to the due date of the next due Semi-Annual Installment.
2. Townships Right to Terminate. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere the parties agree that any Township ("Withdrawing Township") in its sole and absolute option may terminate this Agreement by sending to the Borough and all other Townships ("Remaining Townships") written notice on or before June 30 of any calendar year during the term of this Agreement. The effective date of termination shall be January 1 of the following year. In the event that this Agreement is terminated by any Township, the amount of each successive Semi-Annual Installment due from the Remaining Townships shall be increased by an amount equal to the Remaining

Township's pro rata share of the amount which would have otherwise been paid by the Withdrawing Township provided, however that the Remaining Townships may elect to allocate the amount of such increase amongst themselves in whatever manner they see fit by providing notice of such allocation to the Borough within 90 days of the Borough's receipt of the Withdrawing Township's notice of withdrawal.

3. Township's Right to Seek Modification. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere the Parties agree that any Township, ("Modifying Township") in its sole and absolute option, may seek to modify the terms of this Agreement by sending to the Borough and all other Townships ("Remaining Townships") written notice on or before June 30 of any calendar year during the term of this Agreement. Within 90 days of receipt of a notice from the Modifying Township, the Modifying Township and Borough shall negotiate modifications to the Semi-Annual Installment due by the Modifying Township and/or boundaries of the Fire Service Area of the Modifying Township. If the Parties cannot reach an agreement on the requested modification within that 90 day period, the terms of this Agreement shall remain in effect for the following year.

3. Provision Regarding Service.

A. Requirement to Serve. Except as to any Township for which the Borough has elected to terminate this Agreement or suspend service pursuant to Section 2.C.1 of this Agreement (and, in the latter case, except during such period of suspension), and for any Township which has elected to terminate this Agreement pursuant to Section 2.C.2, the Borough shall cause the Fire Department to Provide Fire Protection Services to the areas of the Townships more fully described below (each, a "Fire Service Area"):

- i. the area within the jurisdictional limits of Birmingham as more fully shown on Exhibit B attached hereto; and
- ii. the area within the jurisdictional limits of East Bradford as more fully shown on Exhibit C attached hereto; and
- iii. the area within the jurisdictional limits of Thornbury as more fully shown on Exhibit D attached hereto; and
- iv. the area within the jurisdictional limits of West Goshen as more fully shown on Exhibit E attached hereto; and
- v. the area within the jurisdictional limits of Westtown as more fully shown on Exhibit F attached hereto.

B. No Actions Contrary to Borough Obligation. No Township shall adopt any ordinance, resolution or other official action, and no official, officer, agent, or employee of any Township shall take any action, which might, in the reasonable judgment of the Fire Chief (as hereinafter defined) materially impair or impede the ability of the Borough (acting through the Fire Department, as applicable) to meet the Borough's obligations under and pursuant to this Agreement. If the Fire Chief becomes aware of any such ordinance, resolution, or action, he or she shall notify the subject Township thereof and, within thirty (30) days following such notice, the Township shall take all steps to remedy or negate the same. If the applicable Township does not take the necessary steps to resolve the subject condition within such thirty (30) days period and, thereafter, pursue such resolution with due diligence, the Borough may elect to suspend its duty to Provide Fire Protection Services pursuant to Section 2.C.1 of this Agreement.

C. Delegation of Authority to Fire Chief. When used in this Agreement, the term "Provide Fire Protection Services" means, as and when necessary, and as determined by the Fire Chief in the sole exercise of his or her reasonable professional judgment, (A) responding to all fire calls and other emergencies within the responsibility of the Fire Department within each Fire Service Area under and pursuant to the Prior Fire Services Agreements, and (B) furnishing all fire protection to and for the inhabitants of the Townships within the respective Fire Service Areas for and during the Term, subject only to Section 2.C.1 of this Agreement, through the use of such fire and emergency equipment and personnel of the Fire Department as the Chief of the Fire Department (or, as applicable, his or her designee) (the "Fire Chief") shall determine to be reasonable and prudent in the context of each such call. In furtherance, and not in limitation, of the foregoing, the Fire Chief shall determine the numbers and types of apparatus and personnel which shall respond to fire calls and other types of emergency calls.

D. Borough Financial Responsibilities. It is the intention of the Borough and the Townships that, except as expressly set forth in this Agreement to the contrary or as arising out of the negligence or willful misconduct of any Township (or, as applicable, any officer, official, agent, or employee of any Township), no Township shall have any financial responsibility for, or liability arising out of, any firefighting activities provided to that Township by the Fire Department under the express terms of this Agreement, such activities being solely within the control and under the direction of the Borough and the Fire Department.

- i. Workers' Compensation Insurance. The Borough shall pay for and provide to all paid and volunteer firefighters and all other personnel of the Fire Department and the Constituent Fire Companies such workers' compensation and other insurance in at least such minimum amounts as mandated by Pennsylvania law and shall keep such insurance in full force and effect for and during the Term. In no event shall this Agreement be construed or interpreted to make any paid or volunteer firefighter or other personnel of the Fire Department or the Constituent Fire Companies, employees of any Township, and no Township shall have any responsibility or liability to such firefighter or personnel or any of them arising out of the performance of their 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.

- ii. Errors and Omissions Insurance. The Borough shall maintain in full force and effect during the Term adequate errors and omissions and liability insurance coverage and to insure the operations of the Fire Department, the Constituent Fire Companies, personnel and apparatus during their performance or use of such equipment for fire protection and firefighting services in the Township under this Agreement. The amounts of such insurance coverages are listed on Exhibit G attached hereto.

4. Committee. The Borough acknowledges that it has duly appointed a committee within the Borough known as the West Chester Borough Police and Fire Committee (the "Committee") and that the duties of the Committee include ongoing review and oversight of the Fire Department's operations. Upon execution of this Agreement, each Township shall appoint not more than two (2) Township delegates to the Committee, which such delegates shall attend one meeting of the Committee per year during the Term to review Fire Department operations as they affect the appointing Township municipalities, it being the intention that each such representative shall act in the interests of and represent his or her respective municipality.

5. Term. The term of this Agreement shall commence at 12:00 A.M. on January 1, 2024, and, unless earlier terminated by the Borough as to a given Township pursuant to Section 2.C.1 of this Agreement, or terminated by any Township pursuant to Section 2.C.2, shall terminate at 11:59 P.M. on December 31, 2028.

6. Notice. Any notice, report or demand required, permitted or desired to be given under or pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given or served to a party hereto for all purposes if it is (A) deposited by the sender with a nationally recognized overnight courier service guaranteeing next Business Day (as hereinafter defined) delivery with delivery confirmation or (B) mailed by Express Overnight Mail or certified mail, return receipt requested, postage prepaid, in any event to the address set forth in the Introductory Section of this Agreement or such other address as the party may from time to time designate by like notice. Each such notice shall be effective, if sent by overnight delivery, on the next Business Day following timely deposit with an overnight courier service pursuant to Subsection 6.(A) of this Agreement, or in the case of Express Mail, following acceptance at a United States Postal Service facility, or, if sent by certified mail pursuant to Subsection 6.(B) of this Agreement, then on the second Business Day following such mailing. Rejection or refusal to accept delivery or an inability to deliver because of change of address of which no notice was given shall all be deemed to be receipt of the notice, report or demand. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday, or legal holiday in the Commonwealth of Pennsylvania. This Section 6. of this Agreement shall survive termination of this Agreement.

7. Requirement for Notice to Fire Department. During the Term, each of the Townships shall forward to the Fire Department for review and comment upon matters within the purview of the Fire Department all applications (or revisions thereof) which the Township receives pursuant to the Pennsylvania Municipalities Planning Code, 53 P.S. § 10101 *et seq.* The Fire Department shall provide such comments to the requesting Township within thirty (30) days of the Fire Department's receipt of the application (or, as applicable, revisions thereto).

8. Dispute Resolution. In the event of a dispute between the parties with respect to any of the terms or conditions hereof or the performance of any party during the term of this Agreement, such dispute shall be submitted to a three (3)-member panel of arbitrators for resolution and determination. Each of the Borough (on the one hand) and the Township(s) which are party(ies) to such dispute (on the other hand) shall select one such arbitrator within ten (10) days of notification by the other of an unresolved dispute, and the arbitrators so selected shall choose the third within ten (10) days after their appointment. The arbitrators are empowered to conduct such hearings and subpoena such witnesses as shall be necessary for the full and complete determination of any such dispute. The decision of a majority of arbitrators shall be final and conclusive upon the parties and there shall be no appeal therefrom. Each party shall pay the fee charged by the respective arbitrator which it selected, and otherwise shall share equally the fee of the third arbitrator and all other costs of the proceeding.

9. No Waiver. Failure by any party to insist upon compliance with any term or provision of this Agreement at any time or under any set of circumstances shall not operate to waive or modify the provision or render it unenforceable then or at any other time whether the circumstances are the same or not.

10. Contingent Nature of Obligations. The Townships acknowledge that the Borough's obligations under and pursuant to this Agreement as to any of the Townships is contingent upon approval and execution of this Agreement by all of the Townships.

11. Severability. If any provision of this Agreement shall at any time be deemed to be invalid or illegal by the entry by a court of competent jurisdiction of a final judgment which is not subject to appeal or as to any of the Townships then, in that event, this Agreement shall continue in full force and effect with respect to the remaining provisions of this Agreement (and as to the remaining Townships) as and if the invalidated provision (or Township) had not been contained herein or a party hereto.

12. No Third-Party Beneficiaries. Notwithstanding anything to the contrary set forth in this Agreement or elsewhere, no provision of this Agreement is intended to benefit any party other than the Borough and each of the Townships in their respective corporate capacities, and neither this Agreement nor any provision hereof shall be enforceable by any other individual or entity.

13. Entire Agreement; No Amendment. The foregoing constitutes the written agreement of the parties, and no modifications, amendments, additions or revisions thereto shall be valid and binding until executed in two (2) simultaneous counterparts by the respective parties.

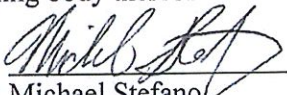
be valid and binding until executed in two (2) simultaneous counterparts by the respective parties.

14. Governing Law. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed  
the            day            and            year            first            above            written.

**BOROUGH OF WEST CHESTER,**  
a political subdivision of the  
Commonwealth of Pennsylvania

By: Borough Council,  
the duly elected and constituted  
governing body thereof

By:   
Name: Michael Stefano  
Title: President

a political subdivision of the  
Commonwealth of Pennsylvania

By: its Board of Supervisors,  
the duly elected and constituted  
governing body thereof

By: \_\_\_\_\_  
Name: Scott C. Boorse  
Title: Chairperson

**TOWNSHIP OF BIRMINGHAM,**

**TOWNSHIP OF EAST BRADFORD,**  
a political subdivision of the  
Commonwealth of Pennsylvania

By: its Board of Supervisors,  
the duly elected and constituted  
governing body thereof

By: \_\_\_\_\_  
Name: Bruce W. Laverty  
Title: Chairperson

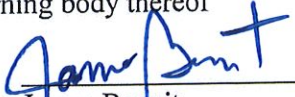
**TOWNSHIP OF WEST GOSHEN,**  
a political subdivision of the  
Commonwealth of Pennsylvania

By: its Board of Supervisors,  
the duly elected and constituted  
governing body thereof

By: \_\_\_\_\_  
Name: Shaun Walsh  
Title: Chairperson

**TOWNSHIP OF THORNBURY,**  
a political subdivision of the  
Commonwealth of Pennsylvania

By: its Board of Supervisors,  
the duly elected and constituted  
governing body thereof

By:   
Name: James Benoit  
Title: Chairperson

**TOWNSHIP OF WESTTOWN**  
a political subdivision of the  
Commonwealth of Pennsylvania

By: its Board of Supervisors,  
the duly elected and constituted  
governing body thereof

By: \_\_\_\_\_  
Name: Thomas Foster

Budget

West Chester Fire Department

2024-2028

**Operating Revenue**

	2024	2025	2026	2027	2028
West Chester Borough	\$ 524,059	\$ 541,708	\$ 559,987	\$ 578,921	\$ 598,534
Interest Income	\$ 30,000	\$ 31,500	\$ 33,075	\$ 34,729	\$ 36,465
East Bradford Township	\$ 182,702	\$ 188,855	\$ 195,228	\$ 201,829	\$ 208,666
Thornbury Township	\$ 76,732	\$ 79,316	\$ 81,993	\$ 84,765	\$ 87,637
Westtown Township	\$ 115,695	\$ 119,591	\$ 123,627	\$ 127,807	\$ 132,137
Birmingham Township	\$ 34,765	\$ 35,935	\$ 37,148	\$ 38,404	\$ 39,705
West Goshen Township	\$ 356,246	\$ 368,244	\$ 380,670	\$ 393,541	\$ 406,873
<b>Total Revenue</b>	<b>\$ 1,320,199</b>	<b>\$ 1,365,149</b>	<b>\$ 1,411,727</b>	<b>\$ 1,459,995</b>	<b>\$ 1,510,016</b>

**Operating Expenses**

Administration Expense	\$ 80,000	\$ 82,400	\$ 84,872	\$ 87,418	\$ 90,041
Utilities	\$ 90,135	\$ 93,740	\$ 97,490	\$ 101,390	\$ 105,445
Officer Stipends	\$ 10,300	\$ 10,609	\$ 10,927	\$ 11,255	\$ 11,593
Equipment Repair and Maintenance	\$ 35,500	\$ 36,565	\$ 37,662	\$ 38,792	\$ 39,956
Allocation to Fire Companies	\$ 330,000	\$ 336,600	\$ 343,332	\$ 350,199	\$ 357,203
Fuel Expense	\$ 37,440	\$ 38,938	\$ 40,495	\$ 42,115	\$ 43,800
Vehicle Repairs	\$ 150,000	\$ 156,000	\$ 162,240	\$ 168,730	\$ 175,479
Insurances	\$ 136,824	\$ 142,297	\$ 147,989	\$ 153,908	\$ 160,065
<b>Total Operating Expenses</b>	<b>\$ 870,199</b>	<b>\$ 897,149</b>	<b>\$ 925,007</b>	<b>\$ 953,806</b>	<b>\$ 983,580</b>

**Capital Expense**

	\$ 450,000	\$ 468,000	\$ 486,720	\$ 506,189	\$ 526,436
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**Total Expense**

	\$ 1,320,199	\$ 1,365,149	\$ 1,411,727	\$ 1,459,995	\$ 1,510,016
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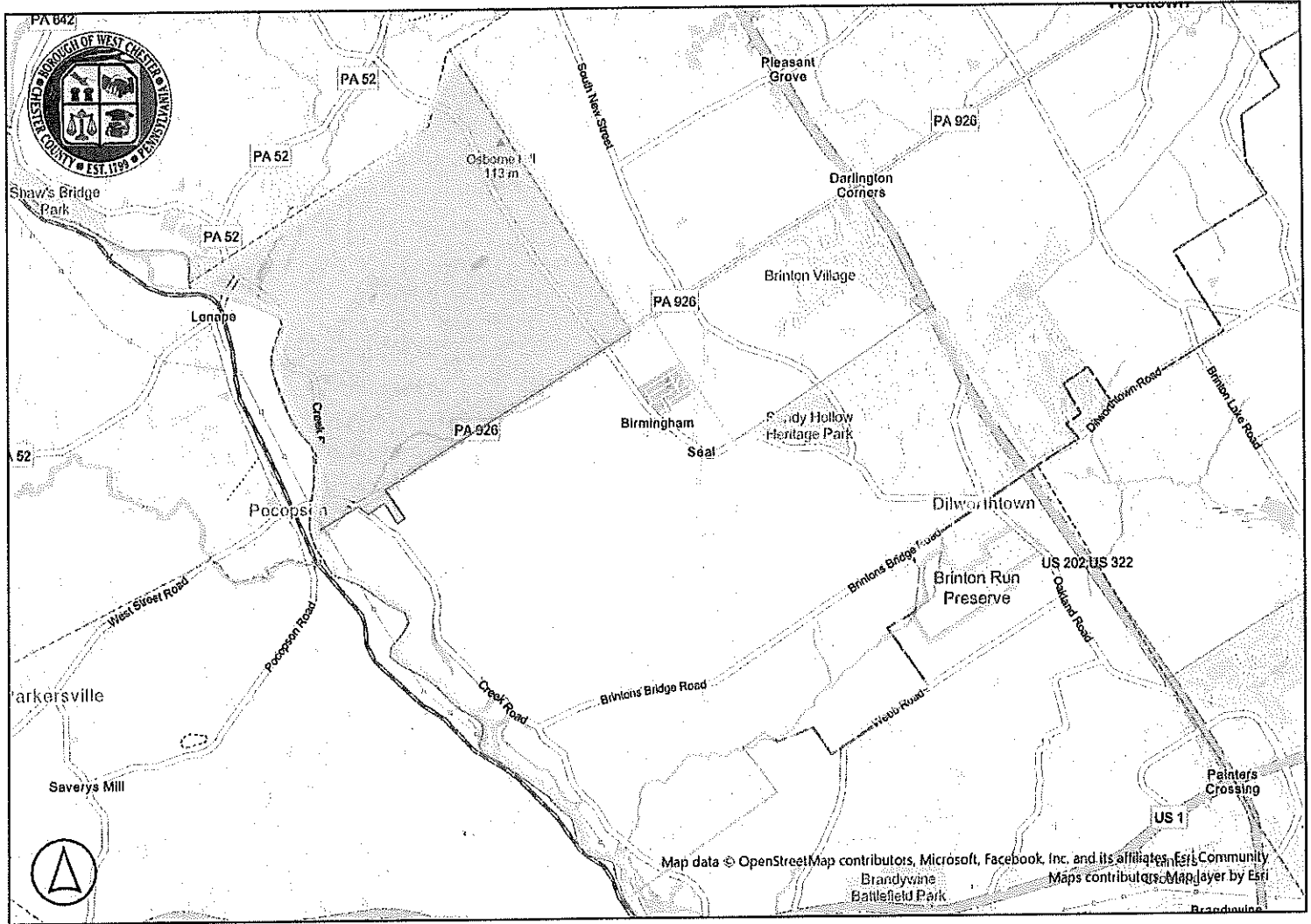


Exhibit B

Borough of West Chester  
Last Updated 11/20/2023

# WCFD Coverage Area Birmingham Township

- Municipal Boundary
- West Chester Fire Department Response Territory

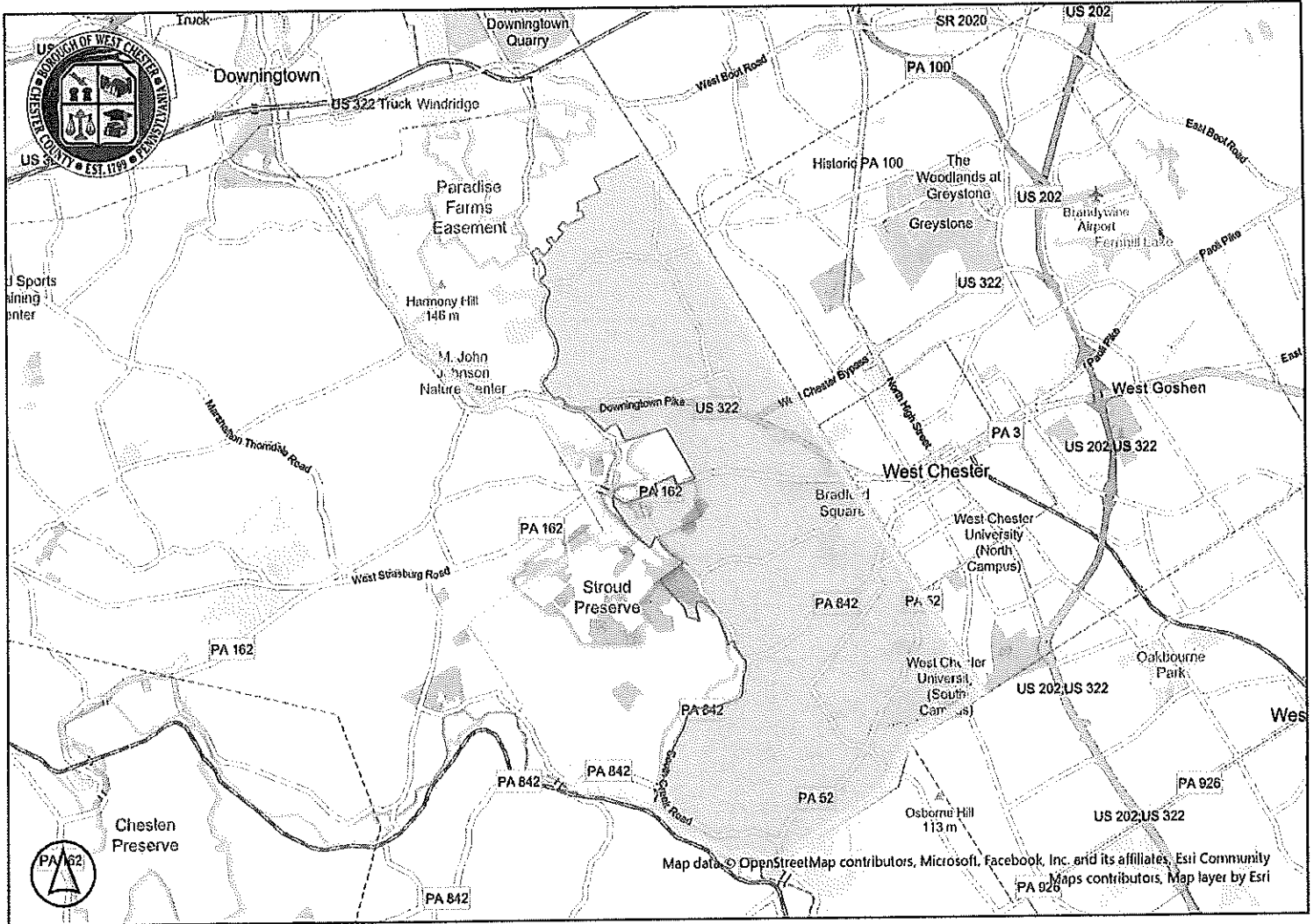

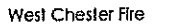



Exhibit C

Borough of West Chester  
 Last Updated 11/20/2023

# WCFD Coverage Area East Bradford Township

-  Municipal Boundary
-  West Chester Fire Department Response Territory
-  PA 162

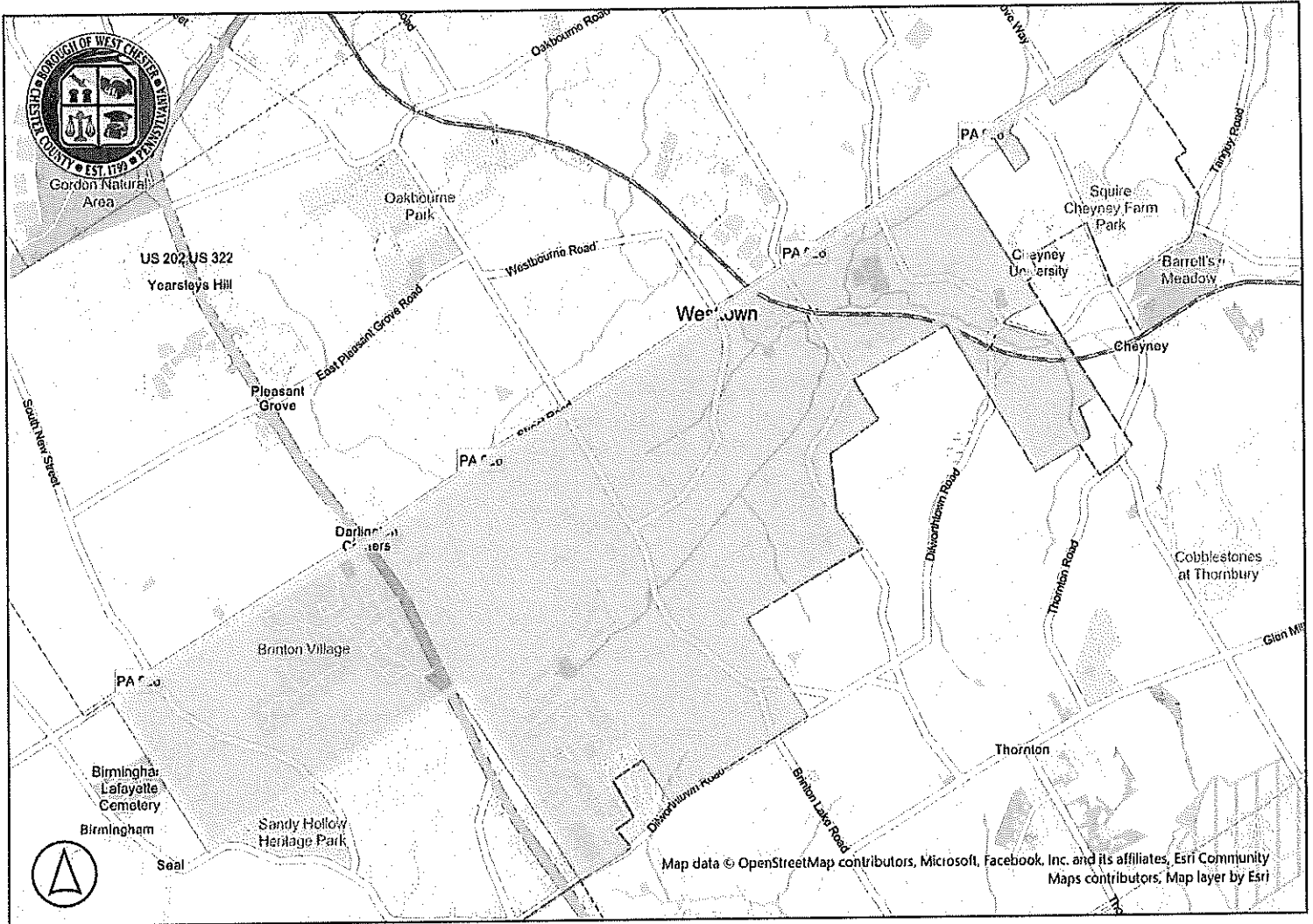




Exhibit D

Borough of West Chester  
Last Updated 11/20/2023

# WCFD Coverage Area Thornbury Township

-  Municipal Boundary
-  West Chester Fire Department Response Territory

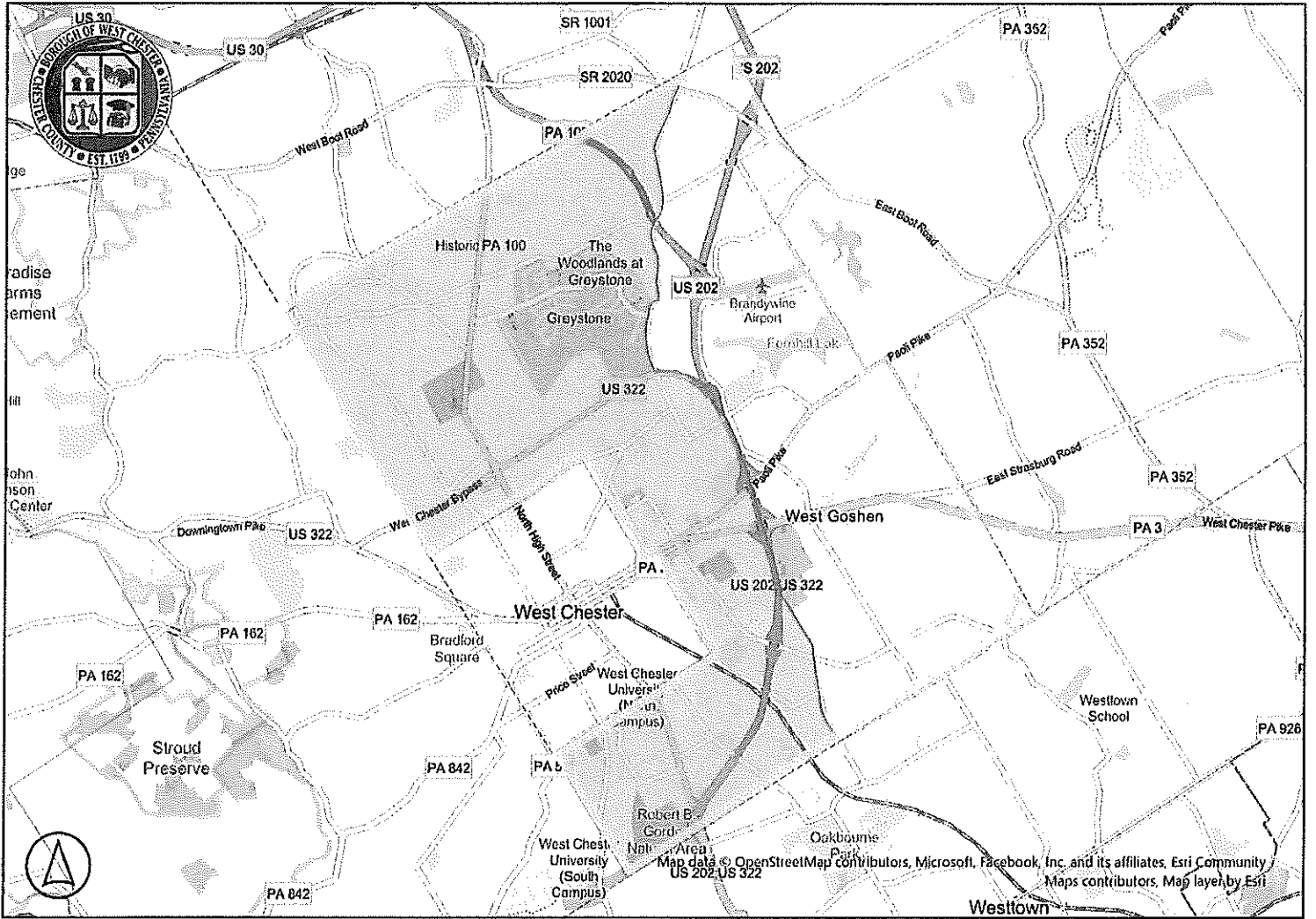



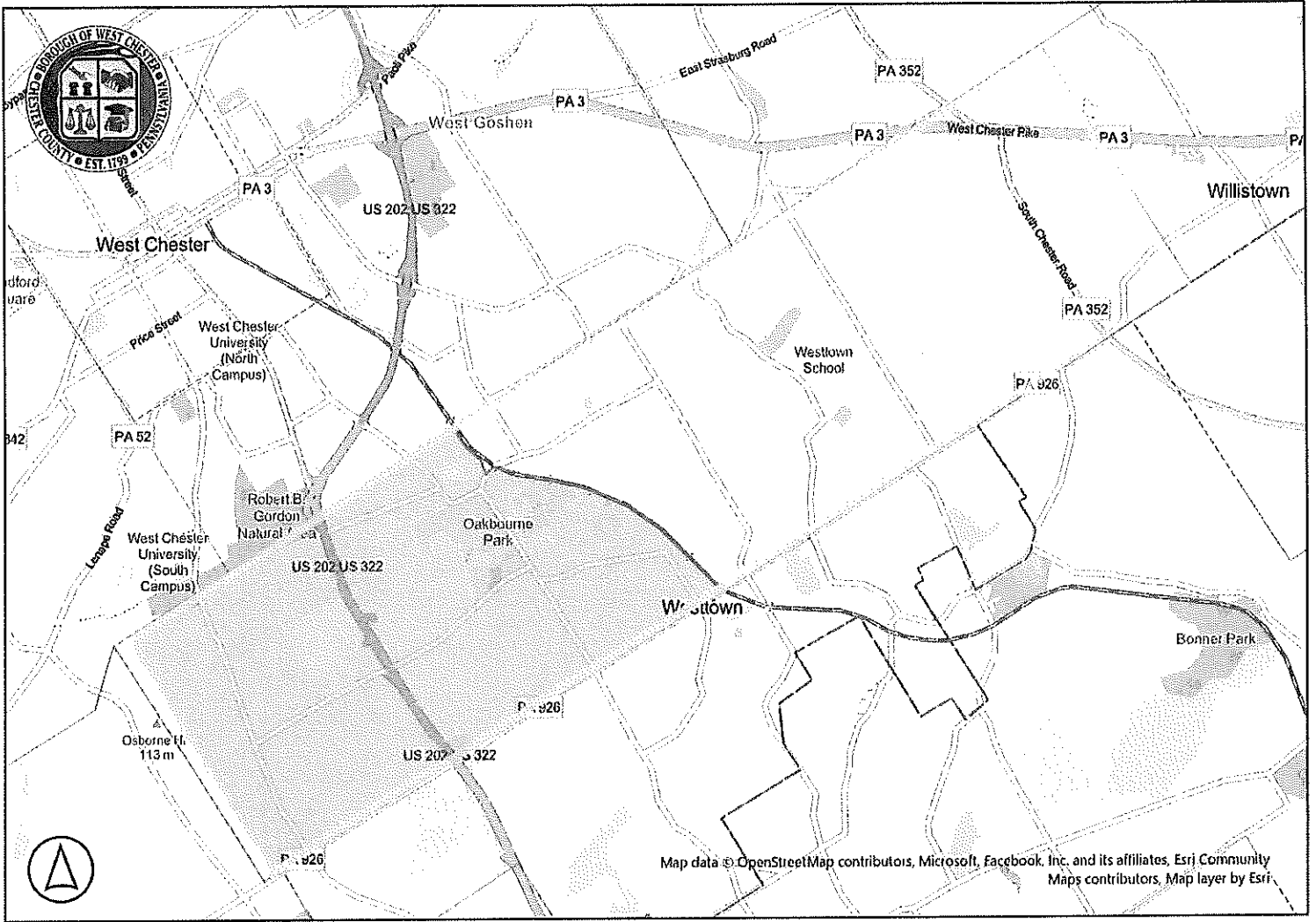


Exhibit E

Borough of West Chester  
 Last Updated 11/20/2023

# WCFD Coverage Area West Goshen Township

-  Municipal Boundary
-  West Chester Fire
-  Department Response Territory



**Exhibit F**

Borough of West Chester  
Last Updated 11/20/2023

**WCFD Coverage Area  
Westtown Township**

- Municipal Boundary
- West Chester Fire Department Response Territory

**EXHIBIT G**  
**WEST CHESTER BOROUGH COVERAGE FOR FIRE COMPANIES**

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**COVERAGE**

**Liability Coverages**

General Liability	\$1,000,000.00
Firemen's Errors & Omissions	\$1,000,000.00
Medical Malpractice	\$1,000,000.00
Umberlla Liability over these	\$5,000,000.00

**Vehicle Coverages**

Liability Limit	\$1,000,000.00
Automobile Phycial Damage	Included (Stated Amount)

Covered Vehicles	Total Values
1 Ladder Fire Truck	\$6,542,000.00
4 Pumper Fire Trucks	
1 Tanker Fire Truck	
1 Rescue Fire Truck	
1 Fire Police Van	
4 Interceptor First Responder	
3 Squad Vehicles	
Brush &	
2 Support Fire Trucks	
4 Support Trailers	

**Workers Compensation for Volunteer Firemen**

Population	
First Response	52,784