

CHAPTER 7: EMERGENCY MANAGEMENT SERVICES

Part

- 1. EMERGENCY MANAGEMENT SERVICES**
- 2. EMERGENCY AND DISASTER SERVICES**
- 3. FIRE INSURANCE/ COST REIMBURSEMENT**

PART 1: EMERGENCY MANAGEMENT SERVICES

Section

- 7-101 Ambulance service agreement
- 7-102 911 Dispatch Center

§ 7-101 AMBULANCE SERVICE AGREEMENT.

The township hereby adopts the agreement attached to Ord. 2012-10-1, as amended, which is identified as Exhibit 7-1-A and incorporated herein by reference, as an ordinance of the township and, pursuant to the terms of said Agreement, hereby authorizes the City of Bradford to provide emergency medical services to residents of the township.

(Ord. 2012-10-1, passed 10-8-2012; Ord. 2015-01-01, passed 1-5-2015)

§ 7-102 911 DISPATCH CENTER.

The County 911 Dispatch Center is to administer ambulance calls on a rotating basis to Priority Care Ambulance, Bradford Station 30.

(Res. 2006-20, passed 5-15-2006)

PART 2: EMERGENCY AND DISASTER SERVICES

Section

7-201 Agreement

§ 7-201 AGREEMENT.

1. The local government and the county each agree to furnish emergency services, as defined in § 102 of the Emergency Management Services Code, being 35 Pa.C.S.A. § 7102, and § 101 of the Homeland Security Act 227, being 6 U.S.C. §§ 101 et seq., to each other upon request and on a non-reimbursable basis. No local government shall present any claim of any nature against the county for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of the services called for in this Agreement.

A. The Emergency Management Services Code and the Homeland Security Act define these services as firefighting, police, medical and health, rescue, disaster warning, communications, shelter, evacuation and other named emergency response and recovery services.

2. This Agreement shall apply to the following circumstances in addition to all other applicable situations:

A. The deployment of emergency service equipment and/or personnel by the local government or the county in response to the occurrence or the threat of a human-made, natural or war-caused disaster or terrorist act;

B. The distribution of materials, supplies, equipment and other forms of aid by and between the local government and the county;

C. The staffing and equipping of an emergency operation center responsible for coordinating the emergency response activities of the local government or the county affected by an actual or imminent disaster emergency;

D. The deployment of emergency service equipment, material and/or personnel by the local government or the county in response to a declaration of a local disaster emergency declared by the local government or the county;

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E. Response to incidents (actual or imminent) which endanger the health, safety or welfare of the public and which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract or remove the danger caused by the incident;

F. Participation in exercises, drills or other training activities designed to train personnel to prepare for, cope with or prevent the occurrence of any disaster emergency; and

G. As part of this Agreement, the county agrees to provide emergency call taking and dispatch services for municipal emergency response agencies, as outlined in the Emergency Communications Services Act (35 Pa.C.S.A. §§ 5301 et seq.), as amended.

3. Any deployment by the local government or the county of emergency service equipment pursuant to this Agreement shall be subject to the following terms and conditions.

A. Any request for aid hereunder shall state the amount and type of equipment and/or personnel requested, but the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding local government or the county.

B. The local government or the county having supervisory responsibility for the incident shall have overall supervision of mutual aid personnel and equipment during the period such incident is still in progress. Further, **SUPERVISION**, as used in this section, pertains to conduct of the mission. Each person participating in the mission remains an employee of that person's employing agency and is subject to the personnel policies solely of that employing agency. It is agreed that all responding agencies will manage each incident in accordance with the provisions set forth in the National Incident Management System.

C. The responding local government or the county shall be released by the requesting local government or the county when the services of the responding local government or the county are no longer required or when the responding local government or the county is needed within its normal jurisdiction.

D. Nothing contained herein shall require either the local government or the county to respond to a request for mutual aid or to continue to render such mutual aid if the resources supplied to the requesting local government or the county are needed within its normal jurisdictional area, as determined by the responding local government or the county.

E. This is a mutual aid agreement and it is assumed that all available assistance will generally be provided. Nothing, however, in this Agreement shall be construed to prevent the local government or the county from refusing to respond when it is deemed appropriate by the local government or the county. In addition, any responding party may refuse to perform any specific task when, in the sole determination of the responding party's supervisor, response would create an unreasonable risk of danger to the responding party's employees and/or equipment or any third-party.

F. A party to this Agreement shall have the right to withdraw resources it has provided at any time without incurring any liability. Notice must be given to the local government or the county having overall command responsibility for the incident upon withdrawal.

4. This Agreement shall become effective immediately upon its ratification by the parties. Duly authenticated copies of this Agreement shall, at the time of its approval, be deposited with the local government, the county and the McKean County emergency management agency. Duplicate copies of the Agreement shall be as binding and effective as the original.

5. This Agreement shall continue in force and remain binding on the local government and the county until the governing body of the local government or the commissioners of the county take action to withdraw. Such action shall not be effective until 30 days after notice of the withdrawal has been sent by the local government or the county desiring to withdraw to the other party.

6. This Agreement in no way invalidates mutual aid agreements already in existence. The parties to this Agreement may be subject to the provisions of preexisting agreements except as expressly provided herein.

(Res. 2007-9, passed 2-12-2007)

PART 3: FIRE INSURANCE/COST REIMBURSEMENT

Section

A. Insurance Proceeds

- 7-301 Use of fire insurance proceeds
- 7-302 Limits of liability
- 7-303 Insurance company rights reserved
- 7-304 Construction
- 7-305 Penalty

B. Cost Reimbursement

- 7-320 Title
- 7-321 Authority, findings and purpose
- 7-322 Recovery of costs
- 7-323 Responsibility of the township

A. INSURANCE PROCEEDS

§ 7-301 USE OF FIRE INSURANCE PROCEEDS.

1. No insurance company, association or exchange (hereinafter “insurer”) doing business in the commonwealth shall pay a claim of a named insured for fire damage to a structure located within the township, where the amount recoverable for the fire loss to the structure under all policies exceeds \$7,500, unless the insurer is furnished by the Township Treasurer with a certificate pursuant to § 508(b) of the Insurance Company Law of 1921 (35 P.S. §§ 341 et seq.), as amended by Act 98 of 1992 and Act 93 of 1994 (collectively the “Act”) and unless there is compliance with the procedures set forth in § 508(c) and (d) of the Act.

2. Where there are delinquent taxes, assessments, penalties or user charges against the property (“municipal claims”), or there are expenses which the township has incurred as costs for removal, repair or securing of a building or other structure on the property (collectively “municipal expenses”), the Township Treasurer shall render a bill for such work. Upon written request of the named insured

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specifying the description of the property, the name and address of the insurer and the date of receipt by the insurer of a loss report of the claim, the Township Treasurer shall furnish a certificate within 14 days after the request to the insurer either:

A. Stating that there are no unpaid municipal claims or municipal expenses against the property; or

B. Specifying the nature and amount of such claims or expenses, accompanied by a bill for such amounts.

C. Taxes, assessments, penalties and user charges shall be deemed delinquent for this purpose if a lien could have been filed for such claims under applicable law. Upon receipt of a certificate and bill, the insurer shall transfer to the Township Treasurer an amount from the insurance proceeds sufficient to pay said sums prior to making payment to the named insured, subject to the provisions of division 3. below.

3. When all municipal claims and municipal expenses have been paid pursuant to division 2. above, or when the Township Treasurer has issued a certificate indicating that there are no municipal claims or municipal expenses against the property, the insurer shall pay the claim of the named insured; provided, however, that if the loss agreed upon by the named insured and the insurer equals or exceeds 60% of the aggregate limits of liability on all fire policies covering the building or structure, the following procedures must be followed.

A. The insurer shall transfer from the insurance proceeds to the Township Treasurer, in the aggregate, \$2,000 for each \$15,000 of such claim or fraction thereof.

B. If at the time a loss report is submitted by the insured, such insured has submitted to the insurer, with a copy to the township, a contractor's signed estimate of the cost of removing, repairing or securing the building or other structure in an amount less than the amount calculated under the foregoing transfer formula, the insurer shall transfer to the Township Treasurer from the insurance proceeds the amount specified in the estimate. If there is more than one insurer, the transfer of proceeds shall be on a pro-rata basis by all insurers insuring the building or other structure.

C. Upon receipt of the above described portion of the insurance proceeds, the Township Treasurer shall do the following:

(1) Place the proceeds in a separate fund to be used solely as security against the total municipal expenses anticipated by the township to be required in removing, repairing or securing the building or structure as required by this Subpart. Such costs shall include, without limitation, any engineering, legal or administrative costs incurred by the township in connection with such removal, repair or securing or any proceedings related thereto;

(2) Mail to the named insured at the address received from the insurer a notice that the proceeds have been received by the township and that the procedures under this division shall be followed;

(3) After the transfer, the named insured may submit to the township a contractor's signed estimate of the cost of removing, repairing or securing the building or other structure, in which event the Township Treasurer shall, if such estimates are deemed by the Township Treasurer to be reasonable, return to the insured the amount of the funds transferred to the township in excess of that amount required to pay the municipal expenses; provided, however, that the township has not commenced to remove, repair or secure the building or other structure, in which case the township will complete the work;

(4) Pay to the township for reimbursement to the township's General Fund, the amount of the municipal expenses paid by the township;

(5) Pay the remaining balance in the Fund without interest to the named insured upon receipt of a certificate issued by the Township Treasurer that the repair, removal or securing of the building or other structure has been completed in accordance with all applicable codes and regulations of the township.

(6) Nothing in this section shall be construed to limit the ability of the township to recover any deficiency in the amount of municipal claims or municipal expenses recovered pursuant to this Subpart, or to insurance proceeds, by an action at law or in equity to enforce the township codes or to enter into an agreement with the named insured with regard to such other disposition of the proceeds. (Ord. 2014-12-02, passed 12-8-2014)

§ 7-302 LIMITS OF LIABILITY.

Nothing in this Subpart shall be construed to make an insurance company, association or exchange liable for any amount in excess of proceeds payable under its insurance policy or for any other act performed pursuant to this Subpart or to make the township or any public official of the township an insured under a policy of insurance or to create an obligation to pay municipal claims or municipal expenses other than as provided in this Subpart. (Ord. 2014-12-02, passed 12-8-2014)

§ 7-303 INSURANCE COMPANY RIGHTS RESERVED.

An insurance company, association or exchange making payment of policy proceeds under this Subpart for municipal claims or municipal expenses incurred by the township shall have full benefit of such payment including all rights of subrogation and of assignment. (Ord. 2014-12-02, passed 12-8-2014)

§ 7-304 CONSTRUCTION.

This Subpart shall be liberally construed to accomplish its purpose to deter the commission of arson and related crimes, to discourage the abandonment of property and to prevent blight and deterioration. (Ord. 2014-12-02, passed 12-8-2014)

§ 7-305 PENALTY.

Any owner of property, any named insured or insurer who violates any provision of this Part or who shall fail to comply with any of the requirements hereof shall be sentenced, upon conviction thereof, to pay a fine not less than \$500 and not greater than \$1,000, plus costs, and in default of payment of said fine and costs to a term of imprisonment not to exceed 30 days. (Ord. 2014-12-02, passed 12-8-2014)

B. COST REIMBURSEMENT**§ 7-320 TITLE.**

The ordinance codified in this Subpart shall be know as the “Bradford Township Emergency Service Cost Reimbursement Ordinance”. (Ord. 2014-07-01, passed 7-14-2014)

§ 7-321 AUTHORITY, FINDINGS AND PURPOSE.

1. *Authority.* Under § 1803(b) of the Second Class Township Code, 53 P.S. § 66803(b), the township has the authority to make rules and regulations for the government of fire companies located within the township.

2. *Findings.* The Township Volunteer Fire Department (hereinafter referred to as the “Fire Department”) is located within the boundaries of the township and has been designated by the township as the fire service provider for the township. The township recognizes that the duties of the Fire Department require specialized emergency rescue tools and equipment, emergency rescue materials, hazardous material abatement equipment and hazardous abatement materials during emergency responses. The township recognizes that such tools and equipment place a financial burden on the Fire Department and the replacement of such materials and specialized training add to the additional financial burden for the Fire Department.

3. *Purpose.* To grant the Fire Department, as the volunteer fire company located within the township's boundaries and designated to provide fire services to the township, the authority to seek reimbursement for the reasonable cost of responding to such incidents.
(Ord. 2014-07-01, passed 7-14-2014)

§ 7-322 RECOVERY OF COSTS.

1. The township authorizes the Fire Department to recover the reasonable cost of emergency rescue tools, equipment and materials; hazardous material abatement tools, equipment and materials; and personnel hours involving any hazardous material, environmental, fire safety and/or rescue incident or operation, including vehicular accidents.

2. The reasonable costs outlined above may be recovered directly by the Fire Department or through a third-party billing service as an authorized agent for the collection of such costs.

3. The Fire Department or third-party billing service shall only have the authority to recover the aforementioned costs from the applicable insurance company/carrier, and no payment of any kind shall be sought from an individual or entity other than an insurance carrier/company, except in cases of an intentional false alarm or a fire which was intentionally set and for which insurance coverage is not available.

4. The reimbursement rates for the aforementioned tools, equipment materials and personnel hours shall be set by the Fire Department from time to time and shall be only applied to the recovery of costs arising out of the incidents that occurred subsequent to the setting of the rates. These rates shall be kept on file in the Township Building.

5. In addition to the aforementioned reasonable costs, the Fire Department or third-party billing service shall be authorized to collect reasonable interest, as well as a reasonable administrative fee for collecting the same, and any and all additional fees as may be authorized by the Hazardous Material and Emergency Planning and Response Act (35 P.S. §§ 602.101 et seq.) or authorized by any other statute or law.

(Ord. 2014-07-01, passed 7-14-2014)

§ 7-323 RESPONSIBILITY OF THE TOWNSHIP.

The township shall not be responsible for any aspect of the recovery costs under this Subpart. The township shall not take any steps to assist the Fire Department or any third-party billing service in recovery of costs under this Subpart.

(Ord. 2014-07-01, passed 7-14-2014)

