

**ORDINANCE NO. 2021 - 1**

**THE HOPEWELL TOWNSHIP VOLUNTEER FIRE COMPANY RECOVERY ORDINANCE**

**AN ORDINANCE OF HOPEWELL TOWNSHIP ESTABLISHING THE HOPEWELL TOWNSHIP VOLUNTEER FIRE COMPANY'S AUTHORITY TO IMPOSE FEES AND TO RECOVER FROM APPLICABLE THIRD PARTY INSURANCE THE REASONABLE COSTS ASSOCIATED WITH FIREFIGHTING MATERIALS, EQUIPMENT AND HAZARDOUS ABATEMENT MATERIALS INVOLVING ANY HAZARDOUS MATERIAL INCIDENTS, ENVIRONMENTAL INCIDENTS, SAFETY AND RESCUE INCIDENTS, FIREFIGHTING INCIDENTS AND VEHICULAR ACCIDENTS**

**WHEREAS**, the Township of Hopewell has long recognized and designated the Hopewell Township Volunteer Fire Company ("Fire Company") as the designated fire service provider for Hopewell Township;

**WHEREAS**, the Fire Company responds to hazardous material incidents, environmental incidents, safety and rescue incidents, firefighting incidents and vehicular accidents;

**WHEREAS**, said responses, on occasion, involve the use of hazardous materials abatement equipment and abatement materials;

**WHEREAS**, the Fire Company responds to other safety and rescue incidents, including but not limited to, firefighting and vehicular accidents;

**WHEREAS**, it is the intention of the Board of Commissioners of Hopewell Township to establish the authority of the Fire Company to seek collection and reimbursement for reasonable costs of responding to such incidents from third party insurance companies; and

**WHEREAS**, the Board of Commissioners of Hopewell Township understand that property and vehicle owners maintain insurance coverage within their own casualty policies, homeowner policies, automobile policies and/or other applicable policies that may provide reimbursement to the Fire Company for firefighting, safety and rescue and other services rendered to such property and vehicle owners, in response to emergency service requests.

**NOW, THEREFORE, BE IT ENACTED AND ORDAINED** and it is hereby enacted and ordained by the Hopewell Township Board of Commissioners of Beaver County, Pennsylvania as follows:

**SECTION 1:** This Ordinance shall be known as the "Hopewell Township Volunteer Fire Company Recovery Ordinance." The above and foregoing recitals are incorporated herein. The Hopewell Township Commissioners hereby find and determine that the rules, regulations, terms, conditions, provisions and requirements of this Ordinance are reasonable and necessary to protect the public health, safety, welfare and quality of life of the residents of Hopewell Township.

## **SECTION 2: DEFINITIONS**

Unless the context specifically indicates otherwise, the meanings of terms used in this Ordinance shall be as follows:

*Emergency Incident* - Those incidents that require fire and/or emergency response in an immediate fashion, following established emergency response protocols.

*Emergency Personnel* - Members of the Hopewell Township Volunteer Fire Department ("Fire Company") during their involvement in an emergency or nonemergency incident/event.

*Malicious Incident* - Those emergency incidents which stem from an individual's intentional, careless or reckless purpose to cause property damage, endanger lives, and/or to cause the response of emergency personnel.

*Non-Permitted Burn* - The intentional disposal of outside debris by burning, without the verbal and/or written permission of authorized officials within the Fire Company.

*Nuisance Incident* - Those incidents causing the response of emergency personnel that are of a similar nature, on a repetitive basis, at the same location, with or without the involvement of fire or smoke.

*Powerline Incident* - Any incident where the Fire Company is called out to respond or assist with emergency power line outages or protection from downed power lines, which may include but are not limited to downed wires, trees or branches on wires, transformers and any fire, sparks or smoke related thereto.

*Primary Coverage Area* - The geographic boundaries of the Township of Hopewell.

*Search and Rescue Calls* - Any incident where the Fire Company is called out to assist with the search and rescue of any lost, missing, or injured person(s).

*Township* - The Township of Hopewell, Pennsylvania.

*Township Resident* - Any person who resides in the Township of Hopewell.

*Vehicular Accidents* - Accidents involving one or more motorized vehicles, including but not limited to cars, trucks, buses, trains, motorcycles, ATVs, snowmobiles, boats, planes, and the vehicles and trailers being pulled by motorized vehicles.

## **SECTION 3: DUTY TO IDENTIFY**

The Township of Hopewell recognizes and supports the right of the Fire Company to bill persons and entities, including insurance companies providing coverage to said persons and entities, for the reasonable costs that are related to the loss, damage, and wear to apparatus, tools,

equipment, and materials necessary to respond and provide the emergency services rendered to said persons and entities. In that regard, it shall be the responsibility of any person receiving the benefit of Fire Company services to immediately provide the Fire Company with a valid name and address for the purpose of invoicing. In addition, if the person or entity receiving the benefit of Fire Company services has insurance coverage applicable to the incident, said person or entity shall immediately provide the name and address of that insurance company to the Fire Company.

#### **SECTION 4: INSURANCE**

The Fire Company is authorized and directed by and through its officers and authorized representatives to ascertain insurance coverages that may be applicable and available under any given circumstance, and to take all necessary and affirmative steps to apply for and receive reimbursement from any insurance carrier where a property or vehicle owner is or may be insured to reimburse the Fire Company for any and all costs and/or expenses incurred for services, supplies and/or equipment used for or provided to said owner by the Fire Company.

#### **SECTION 5: FEES AND INVOICING**

1. The Hopewell Township Board of Commissioners further authorize the Fire Company to recover reasonable costs of fire-fighting materials and equipment and hazardous abatement materials and equipment involved in any and all hazardous material incidents as are recoverable under the Hazardous Material Emergency Planning and Response Act.

2. Where insurance proceeds are not available, as described in Sections 3 and 4 above, no property owner shall be personally, individually, jointly or severally responsible to pay any invoice from the Fire Company for fire protection or other services provided by the Fire Company except as follows:

3. The following types of occurrences and incidents within the primary coverage area of the Fire Company are eligible for invoicing:

- A. Malicious incidents
- B. Motor vehicle accidents
- C. Non-permitted burns
- D. Permitted burns that get out of control due to negligence
- E. Search and rescue calls
- F. Powerline incident
- G. Nuisance incidents

4. Fees shall be collected for services provided both inside and outside the primary coverage area. An incident report shall be forwarded to the Fire Company's authorized agent for the collection of any fees hereunder.

5. The fees that shall be assessed and collected are set forth in Exhibit "A" attached hereto and which may be amended from time to time by resolution of the Board of Commissioners.

6. Fees that are the result of any actions or services listed in this Ordinance are ultimately the responsibility of the property owner, provided that the Fire Chief or designee may invoice any other person, including the occupant, determined to cause the need for provision of the fire operation services.

7. Fees are due and payable by the person charged with said fees within seven (7) days of mailing of an invoice from the Fire Chief or designee.

8. The Fire Chief or designee shall keep records of the costs incurred in performing fire operation services.

9. Invoicing:

A. Malicious incidents shall be invoiced per occurrence, as per state law and this ordinance, with the perpetrator to be held responsible.

B. Motor vehicle accidents within the primary coverage area of the Fire Company, including any mutual aid calls when the Fire Company has been asked to assist, shall be invoiced per occurrence, as per state law and this ordinance. In the event multiple vehicles are involved, responsibility for costs may be prorated, as determined by the Fire Chief or designee, among the person(s), operator(s), or vehicle owner(s) involved.

C. Non-permitted burns shall be invoiced per occurrence, as per state law and this ordinance, with the individual responsible for the burn being held financially responsible.

D. Permitted burns that get out of control due to negligence shall be invoiced per occurrence, as per state law and this ordinance, with the individual to whom the burn permit was issued being held responsible.

E. Rescue calls shall be invoiced per occurrence, as per state law and this ordinance, with the person(s) rescued being held responsible.

F. Powerline incidents shall be invoiced to the responsible party per occurrence, as per state law and this ordinance.

G. Nuisance incidents shall be invoiced to the responsible party per occurrence, as per this ordinance, three occurrences within 12 consecutive months.

H. Property owners shall be jointly and severally financially responsible along with the responsible party.

I. Invoices shall be issued by the Fire Company and shall contain the date of the services rendered, the nature of the services rendered and the cost.

J. Invoices are due and payable 30 days from mailing of the invoice, with monthly interest of 6% accruing the day immediately thereafter.

10. Exemption from Fees:

A. Calls for service at residential structure fires shall not be subject to fire operations service fees. For the purposes of this section, a residential structure shall not include an apartment complex.

B. Medical responses involving Medicare and Medicaid patients shall not be subject to fire operations service fees.

**SECTION 6: CONSTRUCTION**

This Ordinance shall be liberally construed to accomplish its purposes to compensate and/or reimburse the Fire Company from insurance proceeds or costs and/or expenses incurred while providing services pursuant to their duties for the Fire Company.

**SECTION 7: COLLECTION OF COSTS AND FEES**

The costs and fees as outlined in this article shall be recovered directly by the Fire Company by direct billing of the Fire Company or by an attorney, collection service or agency contracted by the Fire Company. In addition to the costs and fees as outlined in this article, the Fire Company or any attorney or collection service or agency contracted by the Fire Company shall be authorized to collect any reasonable interest and administration fees for collecting the costs and fees.

**SECTION 8: ENFORCEMENT**

In the event any insurance carrier or person fails to pay any bill or invoice within 30 days of the mailing or delivery of such notice of charges, the Fire Company or any attorney or agency contracted by the Fire Company who mailed or delivered the bill or invoice may enforce the provisions of this article by filing a civil action at law in a court of competent jurisdiction for the collection of any amounts due to the Fire Company together with statutory interest, court costs, collection fees and reasonable attorney's fees. The remedies provided herein shall be in addition to any other relief, remedies or penalties that may be appropriate or provided by law.

**SECTION 9: SEVERABILITY**

If any section, subsection, paragraph, clause, or provision of this Ordinance shall be declared by a Court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or in part as it was the intent of the Board of Commissioners to adopt said Ordinance even if said provision was not included.

## **SECTION 10: RIGHTS AND REMEDIES RESERVED**

All rights and remedies of the Township of Hopewell are expressly saved as to any and all violations of the provisions of any ordinances affecting fire operation services or fees within the Township which have accrued at the time of the effective date of this article; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this article but may be prosecuted until final disposition by the courts.


## **SECTION 11: REPEALER**

All other Ordinances or parts thereof which are contradictory with the provisions hereof, are repealed to the extent of such inconsistencies.

**ENACTED, ORDAINED AND ADOPTED** by the Board of Commissioners of Hopewell Township this 13<sup>th</sup> day of September, 2021. This Ordinance shall become effective immediately.

ATTEST:

BOARD OF COMMISSIONERS OF THE  
TOWNSHIP OF HOPEWELL

  
\_\_\_\_\_  
Jamie Yurcina, Manager  
Hopewell Township

  
\_\_\_\_\_  
Richard Bufalini, President

# Hopewell Township Volunteer Fire Department

## EXHIBIT A

### APPARATUS:

ALL Apparatus = Charged Per Hour	Aerial/Ladder Response	\$ 400.00
	Engine Response	\$ 350.00
	Rescue Response	\$ 300.00
	Tanker Response	\$ 300.00
	Utility Response	\$ 150.00
	Battalion/Chief Vehicle Response	\$ 150.00
	Marine Unit Response	\$ 150.00

### EXPENDABLES/EQUIPMENT:

Oil Absorbent Material	\$35.00/Per Unit
Oil Absorbent Sheet	\$2.50/Per Sheet
Oil Absorbent Boom	\$20.00/Per Unit
Flare	\$8.00/Per Unit
Foam	\$65.00/Per Gallon
Wetting Agent	\$25.00/Per Gallon
Fire Line Tape	\$0.25/Per Foot
Extinguisher	\$50.00/Per Unit
Deodorizer	\$25.00/Per Unit
Salvage Cover	\$35.00/Per Unit
Rescue Rope	\$0.99/Per Foot
Work Rope	\$0.49/Per Foot
Chimney Bomb	\$25.00/Per Unit
Garbage Bag	\$2.50/Per Unit
Pro Pack	\$950.00/Per Unit
Turbo Flare	\$5.00/Per Unit
Plug Kit	\$25.00/Per Unit
Chemical Gloves	\$20.00/Per Pair
Emulsifier	\$50.00/Per Gallon
HazMat Pillow	\$20.00/Per Unit
Salt/Sand	\$15.00/Per Bucket
Putty	\$10.00/Per Unit
PRO-Pack Foam System	\$50.00/Per Unit
POK Foam Stick	\$25.00/Per Unit

**EXHIBIT**

**A**

Chemical Suit	\$35.00/Per Unit
Digital Camera	\$25.00/Per Unit
Salvage Bucket	\$5.00/Per Unit
Hand Tool	\$15.00/Per Tool
Hand Light	\$5.00/Per Light
SCBA	\$50.00/Per Unit
SCBA Cylinder	\$25.00/Per Unit
Hose (Per 50' Sections)	\$25.00/Per Section
Gas/CO Detector	\$50.00/Per Unit
Heat Gun	\$50.00/Per Unit
Hot Stick	\$50.00/Per Unit
Power Tool	\$50.00/Per Unit
Hydraulic Tool	\$200.00/Per Tool
PPV/Ventilation Fan	\$50.00/Per Unit
Portable Pump	\$50.00/Per Unit
TIC/Thermal Imaging Camera	\$100.00/Per Unit
Cribbing (Passenger Vehicle)	\$100.00/Flat Rate
Cribbing (Class B Vehicle)	\$200.00/Flat Rate
Cribbing (Class A Truck)	\$500.00/Flat Rate
Rescue Struts	\$50.00/Per Unit
Ladder	\$35.00/Per Unit
Generator	\$50.00/Per Unit/Per Hour
Portable Pond	\$150.00/Per Unit
Blitz Fire	\$50.00/Per Unit
Turn Out Gear/PPE	\$250.00/Per Firefighter
Portable Radio	\$10.00/Per Unit
Traffic Cone	\$5.00/Per Unit
Safety Vest	\$2.50/Per Unit
Windshield Kit	\$25.00/Per Unit
GlassMaster	\$25.00/Per Unit
Stokes Basket	\$25.00/Per Unit
Air Bags	\$150.00/Per Unit
Air Tools	\$50.00/Per Unit
HazMat Suit	\$125.00/Per Unit
HazMat Pond	\$50.00/Per Unit
Chimney Kit	\$50.00/Per Unit
E-Flare	\$5.00/Per Unit
Crash Kit	\$50.00/Per Unit
Air Bag Safety Cover	\$25.00/Per Use
Heavy Duty HazMat Gloves	\$25.00/Per Pair
Chemical Resistant Drain Cover	\$100.00/Per Unit
Acid Absorbent Sock	\$141.00/Per Unit
Acid Absorbent Pad	\$61.00/Per Unit



Soda Ash	\$35.00/Per Unit
Bleach	\$5.00/Per Unit
Turnout Gear Cleaner	\$65.00/Per Gallon
Rehab Tent	\$50.00/Per Unit
Framing Nail	\$3.00/Per Unit
Lumber	\$8.00/Per Unit
Diamond Tip Saw Blade	\$244.95/Per Unit
Winch	\$50.00/Per Unit
Lock Out Kit	\$60.00/Per Unit
Food/Drinks for Standby	\$25.00/Flat Rate

#### **GENERAL SERVICES:**

Debris Cleanup & Removal	\$250.00/Flat Rate
Fire/Police Services	\$100.00/Per Hour
Traffic Control/Road Closure	\$100.00/Per Hour
Scene Lighting	\$75.00/Per Hour
Manpower (Career FF's ONLY)	\$50.00/Per Firefighter/Per Hour
Automatic Fire Alarm Response	\$300.00/Flat Rate
Spill Containment	\$150.00/Flat Rate
Fire Safety Inspection	\$110.00/Per Inspection
K-9 Arson Investigation	\$200.00/Per Investigation
Body Removal	\$250.00/Per Body
Cleanup/Scene Stabilization	\$250.00/Flat Rate
Tech/Heavy Rescue	\$750.00/Flat Rate
Lift Assist	\$75.00/Per Assist
Lift Assist w/ Special Equipment	\$150.00/Per Assist
High Angle Rescue	\$300.00/Per Assist

#### **MEDICAL EQUIPMENT:**

Latex Gloves	\$2.00/Per Pair
Tauma Kit	\$25.00/Per Unit
Oxygen	\$25.00/Per Unit
Cervical Collar	\$25.00/Per Unit
Patient Blanket	\$25.00/Per Unit
Body Bag	\$50.00/Per Unit
N95 Mask	\$10.00/Per Unit
Narcan Injection	\$50.00/Per Unit
Backboard	\$25.00/Per Unit
AED	\$50.00/Per Unit
Medical Extrication - Lvl 1	\$500.00/Flat Rate
Medical Extrication - Lvl 2	\$1,500.00/Flat Rate
Air Medical Landing Zone	\$250.00/Per Zone
Basic EMS Assistance	\$250.00/Flat Rate

**MARINE EQUIPMENT:**

Dry Suit	\$100.00/Per Suit
Wet Suit	\$100.00/Per Suit
SCUBA Tank	\$125.00/Per Unit
Life Vest	\$25.00/Per Unit