

Resolution Number 2011-21
Hamiltonban Township, Adams County, Pennsylvania

**A RESOLUTION REGARDING WORKERS' COMPENSATION REIMBURSEMENT
FOR THE FAIRFIELD FIRE & EMS**

WHEREAS, The Act # 60 of June 2, 1915, amended June 21, 1939 and subsequently amended January 1, 2003 being known as the Workers' Compensation Act provides for insurance premium reimbursements to the host municipality of a volunteer fire company by neighboring municipalities served by said volunteer fire company on a "first due" response basis, and

WHEREAS, Fairfield Fire & EMS is a first responder for fire and emergency medical for the Boroughs of Fairfield and Carroll Valley, and the Townships of Franklin, Freedom, Hamiltonban, Highland and Liberty, and


WHEREAS, The Boroughs of Fairfield and Carroll Valley, and the Townships of Franklin, Freedom, Hamiltonban, Highland and Liberty entered into an agreement for on October 4, 2011, attached hereto, that shares the annual insurance premium costs for workers' compensation for Fairfield Fire & EMS fire responses, and

WHEREAS, The Boroughs of Fairfield and Carroll Valley, and the Townships of Franklin, Freedom, Hamiltonban, Highland and Liberty entered into an agreement for on October 4, 2011, attached hereto, that shares the annual insurance premium costs for workers' compensation for Fairfield Fire & EMS emergency medical responses, and

WHEREAS, Per the agreements, the reimbursement for each municipality will be based upon Adams County Department of Emergency Services Incident Response Logs for the number of first responder fire and EMS call responses by Fairfield Fire and EMS in each participating municipality.


NOW, THEREFORE, be it hereby resolved that the Board of Supervisors of Hamiltonban Township does hereby adopt this resolution this 4th day of October, 2011 at its regularly scheduled meeting which was duly convened in accordance with the law.

ATTESTED BY:

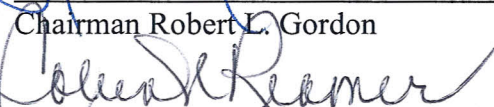


Deborah K. Feiler
Secretary/Treasurer

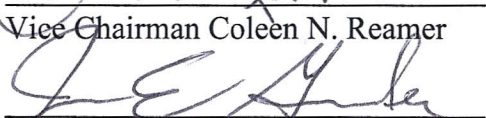
Board of Supervisors
Hamiltonban Township



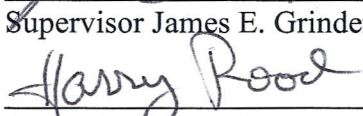
Chairman Robert L. Gordon



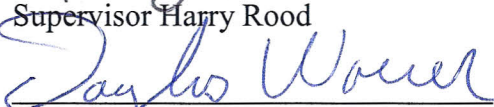
Vice Chairman Coleen N. Reamer



Supervisor James E. Grinder



Supervisor Harry Rood



Supervisor Douglas W. Woerner

**INTER-MUNICIPAL COOPERATIVE WORKERS' COMPENSATION
AGREEMENT FOR VOLUNTEER FIRE COMPANY PERSONNEL;
FAIRFIELD FIRE & EMS**

THIS AGREEMENT made this 4th day of October, 2011 by and between the **BOROUGH OF FAIRFIELD**, Adams County Pennsylvania, hereby identified as the **host municipality**, and

the **BOROUGH OF CARROLL VALLEY**, the **TOWNSHIP OF FREEDOM** the **TOWNSHIP OF HAMILTONBAN**, the **TOWNSHIP OF LIBERTY**, and the **TOWNSHIP OF HIGHLAND**, all of Adams County, Pennsylvania, hereby collectively identified as "participating municipalities,"

HEREBY RESOLVES that:

WHEREAS, The Act # 60 of June 2, 1915, amended June 21, 1939 and subsequently amended January 1, 2003, being known as the **Workers' Compensation Act** provides for insurance premium reimbursements to the host municipality of a volunteer fire company by participating municipalities served by said volunteer fire company on a "first due" response basis, and

WHEREAS, by recognizing that workers' compensation is a mandatory obligation required of all hereto mentioned municipalities, should one or all "opt out" as provided for in this agreement, said municipalities acknowledge that a similar or alternate arrangement for coverage for volunteer fire company workers' compensation insurance coverage shall be provided.

WITNESSETH, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The annual insurance premium costs for Workers' Compensation for **volunteer firefighters** affiliated with Fairfield Fire & EMS situated in the Borough of Fairfield will be shared by the participating municipalities on a reimbursement basis to the Borough of Fairfield, and that

2. The calculation of each municipality's financial responsibility of said premium will be based on the Adams County Department of Emergency Services Incident Response Logs for the number of **FIRST RESPONDER FIRE** call responses by Fairfield Fire & EMS in each of the participating municipalities, and that

3. The percentage of usage shall be recalculated every three (3) years using first responder call response data from the previous three (3) year period, with the initial percentage based on data from the previous six (6) year period, and that

4. Any tri-year calculation shall be completed and submitted to the participating municipalities no later than August 30 of that year, and that

5. The Borough of Fairfield shall invoice the participating municipalities annually with reimbursement to The Borough of Fairfield to be made within 45 days of said invoice, and that

6. This agreement shall continue in effect until terminated by any one (1) party. To terminate this agreement any of the agreeing parties must notify the other parties in writing ninety (90) days prior to the date of termination, and that

7. By Agreement of all the parties, any future review that recognizes a need for a change to any of the items addressed in this agreement, said change may be made by mutual resolution, and that

8. In the event any specific provision of this agreement is found to be unconstitutional or invalid, it is the intent of the parties that all other provisions shall remain in full force and effect.

ATTEST:

Borough Secretary

BOROUGH OF FAIRFIELD

By: _____
President, Borough Council

ATTEST:

Borough Secretary

BOROUGH OF CARROLL VALLEY

By: _____
President, Borough Council

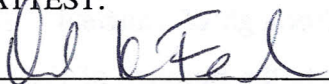
ATTEST:

Township Secretary

TOWNSHIP OF FREEDOM

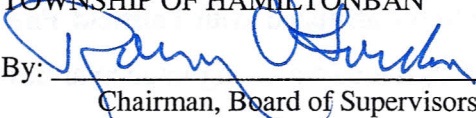
By: _____
Chairman, Board of Supervisors

ATTEST:



Township Secretary

TOWNSHIP OF HAMILTONBAN


By: _____
Chairman, Board of Supervisors

ATTEST:

Township Secretary

TOWNSHIP OF HIGHLAND

By: _____
Chairman, Board of Supervisors

ATTEST:

Township Secretary

TOWNSHIP OF LIBERTY

By: _____
Chairman, Board of Supervisors

**INTER-MUNICIPAL COOPERATIVE WORKERS' COMPENSATION
AGREEMENT FOR VOLUNTEER EMERGENCY SERVICES PERSONNEL;
FAIRFIELD FIRE & EMS**

THIS AGREEMENT made this 4th day of October, 2011 by and between the **BOROUGH OF FAIRFIELD**, Adams County Pennsylvania, hereby identified as the **host municipality**, and:

the **BOROUGH OF CARROLL VALLEY**, the **TOWNSHIP OF FRANKLIN**, the **TOWNSHIP OF FREEDOM** the **TOWNSHIP OF HAMILTONBAN**, the **TOWNSHIP OF LIBERTY**, and the **TOWNSHIP OF HIGHLAND**, all of Adams County, Pennsylvania, hereby collectively identified as "**participating municipalities**,"

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WHEREAS, by recognizing that workers' compensation is a mandatory obligation required of all hereto mentioned municipalities, should one or all "opt out" as provided for in this agreement, said municipalities acknowledge that a similar or alternate arrangement for coverage for volunteer fire company workers' compensation insurance coverage shall be provided.

WITNESSETH, for and in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The annual insurance premium costs for **Workers' Compensation for volunteer EMS personnel** affiliated with Fairfield Fire & EMS situated in the Borough of Fairfield will be shared by the participating municipalities on a reimbursement basis to the Borough of Fairfield, and that

2. The calculation of each municipality's financial responsibility of said premium will be based on the Adams County Department of Emergency Services Incident Response Logs for the number of **FIRST RESPONDER EMS** call responses by Fairfield Fire & EMS in each of the participating municipalities, and that

3. The percentage of usage shall be recalculated every three (3) years using first responder call response data from the previous three (3) year period, with the initial percentage based on data from the previous six (6) year period, and that

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ATTEST:

Borough Secretary

BOROUGH OF FAIRFIELD

By: _____
President, Borough Council

ATTEST:

Borough Secretary

BOROUGH OF CARROLL VALLEY

By: _____
President, Borough Council

ATTEST:

Township Secretary

TOWNSHIP OF FRANKLIN

By: _____
Chairman, Board of Supervisors

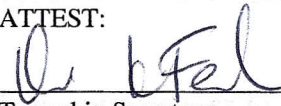
ATTEST:

Township Secretary

TOWNSHIP OF FREEDOM

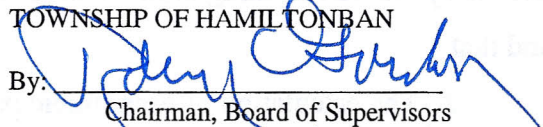
By: _____
Chairman, Board of Supervisors

ATTEST:



Township Secretary

TOWNSHIP OF HAMILTONBAN

By: 

Chairman, Board of Supervisors

ATTEST:

Township Secretary

TOWNSHIP OF HIGHLAND

By: _____
Chairman, Board of Supervisors

ATTEST:

Township Secretary

TOWNSHIP OF LIBERTY

By: _____
Chairman, Board of Supervisors