

OFFICIAL

**BOROUGH OF GLEN OSBORNE
ORDINANCE NO. 426**

AN ORDINANCE OF THE BOROUGH OF GLEN OSBORNE, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE BOROUGH TO ENTER INTO A FIRE PROTECTION AGREEMENT WITH THE BOROUGH OF SEWICKLEY FOR THE PURPOSE OF PROVIDING FIRE PROTECTION SERVICES TO THE RESIDENTS OF GLEN OSBORNE BOROUGH.

WHEREAS, pursuant to the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. §2301, *et seq.*, as amended, (the “Intergovernmental Cooperation Act”) and § 1202(24) of the Pennsylvania Borough Code, 8 Pa.C.S. §1202(24), as amended, the Borough of Glen Osborne (“Glen Osborne”) is authorized to enter into joint cooperation agreements with other local governments for the performance or exercise of governmental functions, powers and responsibilities; and

WHEREAS, Glen Osborne desires to enter into an Intergovernmental Cooperation Agreement with the Borough of Sewickley (“Sewickley”) for the purpose of providing fire protection to the residents of Glen Osborne; and

NOW, THEREFORE, be it ordained and enacted by the Borough Council of the Borough of Glen Osborne, and it is hereby ordained and enacted by and with the authority of the same, incorporating the above recitals by reference:

SECTION 1. The Fire Protection Agreement between Glen Osborne and Sewickley that sets forth the terms, conditions and the responsibilities related to Sewickley’s providing fire protection to Glen Osborne, a copy of which is attached hereto and incorporated herein as Attachment “A”, is hereby approved.

SECTION 2. The appropriate Borough officials are hereby authorized and directed, in the name and on behalf of the Borough, to execute or cause to be executed the aforesaid Fire Protection Agreement and to take such other actions as shall be necessary to effectuate its purpose.

SECTION 3. Pursuant to the requirements of the Intergovernmental Cooperation Act, the terms of the Fire Protection Agreement and this Ordinance set forth: (1) the conditions of agreement for the cooperation of the two Boroughs; (2) the duration of the term of the agreement; (3) the purposes and objectives of the agreement; (4) the manner and extent of financing the agreement; and (5) the organizational structure necessary to implement the agreement. Due to the nature of the Fire Protection Agreement, §§2307(6) and (7) of the Intergovernmental Cooperation Act do not apply.

SECTION 4. Should any sentence, section, clause, part or provision of this Ordinance be declared

by a court of competent jurisdiction to be invalid, the same shall not affect the validity of the Ordinance as a whole, other than the part declared to be invalid.

SECTION 5. All prior ordinances are hereby repealed in whole or in part to the extent inconsistent herewith.

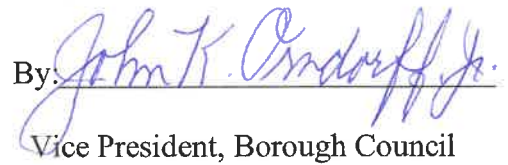
SECTION 6. This Ordinance shall take effect in accordance with applicable law.

ORDAINED and **ENACTED** this 17 day of January, 2023, by the Council of the Borough of Glen Osborne in lawful session duly assembled.

ATTEST:


Borough Secretary

BOROUGH OF GLEN OSBORNE

By: 
Vice President, Borough Council

EXAMINED and **APPROVED** this 17th day of January, 2023


Mayor

FIRE PROTECTION AGREEMENT

BY AND BETWEEN

THE BOROUGH OF SEWICKLEY

AND THE

BOROUGH OF GLEN OSBORNE

THIS AGREEMENT, made and entered into as of this 1st day of January 2023,

BY AND BETWEEN

THE BOROUGH OF SEWICKLEY, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania,

AND

THE BOROUGH OF GLEN OSBORNE, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania,

WITNESSETH:

WHEREAS, by agreement dated January 1, 2003, as renewed every three years thereafter in accordance with paragraph 9 thereof, the Borough of Sewickley agreed to provide, and has provided fire protection services to the Borough of Glen Osborne through the Cochran Hose Company, a non-profit corporation, organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, it is the intention of this Agreement for the Borough of Sewickley and the Borough of Glen Osborne to continue to provide fire protection services to the Borough of Glen Osborne through the Cochran Hose Company pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, it is agreed by and between the Borough of Sewickley and the Borough of Glen Osborne, as follows:

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1. The Borough of Glen Osborne hereby designates the Borough of Sewickley through the Cochran Hose Company as the exclusive fire protection organization for the Borough of Glen Osborne and its residents during the term of this Agreement, and the Borough of Sewickley, through the Cochran Hose Company, agrees to provide fire protection services to the Borough of Glen Osborne and its residents.

2. The fire protection services provided by the Borough of Sewickley through the Cochran Hose Company shall include responding to fire calls received with respect to fires and related services in the Borough of Glen Osborne, fighting said fires, attempting to prevent the spread of such fires, and the offering of fire safety and prevention advice and comments to Borough of Glen Osborne and its residents as requested and when deemed appropriate by the Borough of Sewickley.

3. The Borough of Glen Osborne, through its building permit process, shall make its best effort to maintain water pressure in its fire hydrants in compliance with the standards of the National Fire Protection Association.

4. All Borough of Glen Osborne fire calls received by the Allegheny County 911 Dispatch Center, or subsequent communication center, or by the Borough of Glen Osborne shall be immediately referred to the Cochran Hose Company.

5. All monies received by the Borough of Glen Osborne under the Volunteer Firemen's Relief Association Act ("Act") during the term of this Agreement shall be transferred to the Cochran Hose Company as long as such transfer of monies is permitted by law. The Borough of Sewickley, upon request by the Borough of Glen Osborne, will furnish the Borough of Glen Osborne with the annual audited report made pursuant to the Act.

6. Upon notification to the Borough of Sewickley Police Department that a fire drill shall occur, the Cochran Hose Company shall have the right to conduct such fire drill with written approval of the Borough of Glen Osborne. The Cochran Hose Company shall also have the right to provide

fire prevention and safety educational information to the residents of the Borough of Glen Osborne whenever the Cochran Hose Company deems dissemination of such information appropriate.

7. The initial term of this Agreement will be five years commencing January 1, 2023 and ending December 31, 2027. The Borough of Glen Osborne will pay a service fee of \$35,000.00 in the first year to the Borough of Sewickley, payable in equal quarterly installments beginning March 1st, 2023. The fee will be adjusted upward by 2.5% each year thereafter. After December 31, 2027, this Agreement will renew on the same terms and conditions for additional one-year terms unless otherwise terminated by either party providing written notice to the other of intent to terminate no later than the first day of the final year to become effective at the end of said year.

8. The Borough of Sewickley shall provide reasonable insurance coverage for the Cochran Hose Company, including commercial general liability, property damage, workers compensation and errors and omissions coverage.

9. The Borough of Sewickley shall provide to the Borough of Glen Osborne a copy of the budget for the fire protection services by November 1 of each year this Agreement is in effect. In addition, the Borough of Sewickley will provide a copy of its annual audited financial statements to the Borough of Glen Osborne regarding fire protection services.

10. Any claim or controversy arising out of or relating to this Agreement or the breach thereof, shall be settled by arbitration in Pittsburgh, Pennsylvania in accordance with the Commercial Arbitration rules of the American Arbitration Association and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

11. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power, or privilege that it has or may have hereunder operate as waiver of any right, power, or privilege by such party.

12. Any notice required in connection with this Agreement must be in writing and if sent by mail, by certified mail, return receipt requested, and shall be effective when received by such party at the address listed below or such other address as shall have been specified in writing:

If to the Borough of Sewickley:

Borough of Sewickley
Municipal Building
601 Thorn Street
Sewickley, Pennsylvania 15143
Attention: Borough Manager

If to the Borough of Glen Osborne:

Borough of Glen Osborne
P.O. Box 97
Sewickley, PA 15143
Attention: Borough Secretary

13. This Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and writings relating thereto. No waiver, alteration, or modification of any of the provisions hereof shall be binding unless made in writing and signed by the parties hereto, through their proper officers thereunto duly authorized.

14. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

16. This Agreement shall inure to the benefit of and be binding on the successors and assigns of the parties hereto.

17. In the event that the Cochran Hose Company ceases to do business or is unable to provide fire protection services to the Borough of Glen Osborne, the Borough of Sewickley may, at its option, terminate this Agreement upon sixty days written notice to the Borough of Glen Osborne.

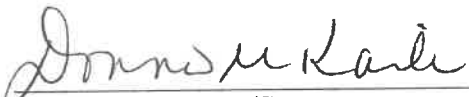
18. In the event that either party breaches this Agreement by failing to perform any obligation hereunder and fails to cure said breach within thirty days after receiving written notice of said breach, the other party may terminate this Agreement by giving written notice of the termination.

19. The Borough of Sewickley represents that it has adopted an ordinance approving the terms and conditions of this Agreement and authorizing its authorized officers to enter into this Agreement, and the Borough of Glen Osborne represents that it has adopted an ordinance approving the terms and conditions of this Agreement and authorizing its officers to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names by their properly and duly authorized officers, all as of the date first above written.

ATTEST:

BOROUGH OF SEWICKLEY


Borough Manager/Secretary

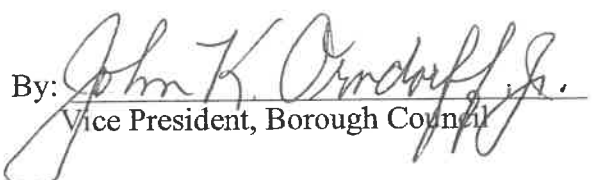
By: 
President, Borough Council

(SEAL)

ATTEST:

BOROUGH OF GLEN OSBORNE


Borough Manager/Secretary

By: 
Vice President, Borough Council

(SEAL)

**BOROUGH OF SEWICKLEY
ORDINANCE NO. 1382**

**AN ORDINANCE OF THE BOROUGH OF SEWICKLEY
PROVIDING AUTHORIZATION TO ENTER INTO A FIRE
PROTECTION AGREEMENT WITH THE BOROUGH OF
GLEN OSBORNE AND SETTING FORTH THE TERMS
AND CONDITIONS WITH RESPECT TO PROVIDING
PROTECTION SERVICES THROUGH THE COCHRAN
HOSE COMPANY.**

WHEREAS, by agreement dated January 1, 2003, as renewed every three years thereafter in accordance with paragraph 9 thereof, the Borough of Sewickley agreed to provide, and has provided fire protection services to the Borough of Glen Osborne through the Cochran Hose Company, a non-profit corporation, organized and existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, it is the intention of this Agreement for the Borough of Sewickley and the Borough of Glen Osborne to continue to provide fire protection services to the Borough of Glen Osborne through the Cochran Hose Company pursuant to the terms and conditions hereof.

NOW THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED BY REFERENCE, IT IS RESOLVED AS FOLLOWS:

Section 1 – Terms of Cooperation Agreement. A true and correct copy of the Fire Protection Agreement is attached hereto as Exhibit “A.” The conditions of participation, duration, purpose and objectives of the Agreement as set forth in Exhibit “A” are incorporated by reference as if set forth fully at length herein.

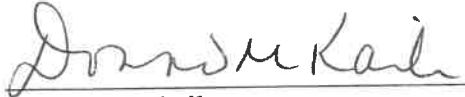
Section 2 - Authorization to Execute. That the appropriate officers are hereby authorized to execute the Fire Protection Agreement, as well as any other documents necessary to carry out its intent and purpose, on behalf of the Borough of Sewickley and the Borough of Glen Osborne.

Section 3. – Repealer. Any other previous Ordinances that are inconsistent herewith are repealed to the extent inconsistent herewith.

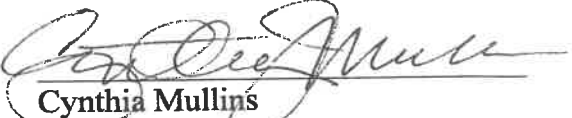
THIS ORDINANCE IS ADOPTED BY THE BOARD OF COUNCIL OF THE BOROUGH OF SEWICKLEY AT A DULY ADVERTISED PUBLIC MEETING HELD THE 14TH DAY OF FEBRUARY, 2023.

ATTEST:

BOROUGH OF SEWICKLEY:



Donna M. Kaib
Borough Manager/Secretary



Cynthia Mullins
President of Council