

ADDENDUM

THIS ADDENDUM made this ____ day of _____, 2022, by and between THE BURGESS AND TOWN COUNCIL OF THE BOROUGH OF POTTSTOWN (hereinafter "Borough") and THE TOWNSHIP OF WEST POTTS GROVE (hereinafter "Township").

BACKGROUND

- A. Borough and Township entered into a Fire Service Agreement dated August 18, 2021, for purposes of Borough providing fire service protection to Township (hereinafter "Fire Service Agreement").
- B. Borough and Township desire to amend the Fire Service Agreement.
- C. Paragraph 14(c) of the Fire Service Agreement requires modifications to said Agreement to be in writing and signed by both parties.

NOW, THEREFORE, the parties hereto, in consideration for the mutual promises set forth therein and intending to be legally bound, hereby agree as follows:

- 1. The Background paragraphs A through C set forth above are hereby incorporated into this Addendum.
- 2. Paragraph 2 of the Fire Service Agreement shall be amended to read as follows:
 - 2. Term. The term of this Agreement shall begin on January 1, 2023, and shall terminate on December 31, 2027, unless terminated or modified by either party, given the other 30-day written Notice of Termination or modification.
- 3. Paragraph 4 of the Fire Service Agreement shall be amended to read as follows:
 - 4. Consideration/Payment. The Township acknowledges that the Borough shall incur certain costs and expenses that are greater than would otherwise be if the Pottstown Borough

Fire Department were to provide fire protection services only to the Borough, and that the Borough is relying upon this Agreement and the Township's performance of its obligations hereunder in planning for and accommodating such additional costs and expenses. Accordingly, in consideration for Borough providing fire protection services pursuant to the provisions of this Agreement, in addition to other payments contained in this Agreement, Township shall pay to Borough for calendar year 2023 the sum of Ninety-One Thousand, Eighty-Seven Dollars and Fifty-Eight Cents (\$91,087.58) and payable in quarterly amounts of Twenty-Two Thousand, Seven Hundred Seventy-One Dollars and Ninety Cents (\$22,771.90) to reimburse Borough for costs associated with its Fire Department. These quarterly payments are due on March 15th, June 15th, September 15th, and December 15th of each year. The amount of this annual payment shall be adjusted prior to December 31st of each calendar year, based upon the costs incurred by the Borough to provide such services, based upon the Borough's cost analysis spreadsheet. In the event of an early termination of this Agreement pursuant to paragraph 1 of the Fire Service Agreement, the Township's payment shall be prorated for the remaining term and in the event of an overpayment; the Borough hereby agrees to return said overpayment to the Township within thirty (30) days of an expiration of this Agreement. For each calendar year this Agreement is in effect, the annual amount of compensation payable to the Borough shall be adjusted based upon the actual costs incurred by the Borough, over the previous 12 months, as described in the Cost Analysis Calculation, which is attached hereto and incorporated herein, marked as Exhibit A.

4. Paragraph 5 of the Fire Service Agreement is amended to read as follows:

Subparagraphs a) through c) – No change.

- d) The Fire Chief shall serve as the lead fire investigator in the Township. All other fire inspection services shall be the responsibility of the Township Fire Marshall.

The Fire Protection Services provided by the Borough to the Township, through the Pottstown Borough Fire Department, pursuant to this Agreement, shall be subject to annual review by both parties in September of each calendar year.

5. Paragraph 10 of the Fire Service Agreement is deleted in its entirety.
6. In all other respects, the remaining provisions of the Fire Service Agreement, to the extent not inconsistent herewith, shall remain in full force and effect, and are reaffirmed and ratified.

IN WITNESS WHEREOF, the parties have caused their hands and seals the date and year first above written.

**THE BURGESS AND TOWN COUNCIL
OF THE BOROUGH OF POTTSTOWN**

By: _____
Dan Weand, President

Attest: _____
Virginia L. Takach, Secretary

WEST POTTS GROVE TOWNSHIP

By: Steph-miller

Attest: Courtney M. Olasain

West Pottsgrove Township Fire Agreement Billing

2023 Estimated Cost Analysis Calculation

West Pottsgrove Township Coverage Percentage		11.21%	
PFD Annual Operational Costs to WPT			
			Dept. Wide Costs
Pension	\$3,025.41		\$27,000.00
Capital Savings Contribution	\$11,205.22		\$100,000.00
Vehicles and Insurance	\$4,089.91		\$36,500.00
Equipment and Supplies	\$4,330.82		\$38,650.00
Administration and Incident Command	\$12,306.53		\$109,828.57
Fire Investigation Services	\$1,000.00		
Fire Company Employees	\$55,129.69		\$492,000.00
SUBTOTAL	\$91,087.58		\$803,978.57
Annual Reimbursements From WPT to Borough (Estimates Only) *Billed for actual costs			
Workers Compensation Insurance	\$6,582.95		\$57,243.00
Health Insurance	\$23,598.00		\$205,200.00
SUBTOTAL	\$30,180.95		\$262,443.00
Total	\$121,268.53		
	Operational Costs	Insurance Costs	Total Invoice
1st Quarter (January, February March) due March 15th	\$ 22,771.90		\$22,771.90
2nd Quarter (April, May, June) due June 15th	\$ 22,771.90		\$22,771.90
3rd Quarter (July, August, September) due September 15th	\$ 22,771.90		\$22,771.90
4th Quarter (October, November, December) due December 15th	\$ 22,771.90		\$22,771.90
Total	\$ 91,087.58		\$ 91,087.58

2020 Census Population Data	
Borough of Pottstown Population	23,433
West Pottsgrove Township Population	3,798
Total Population	27,231
Population Percentage	16%
Fire Calls	
2022 YTD West Pottsgrove Calls	49
2022 YTD Borough of Pottstown Calls	741
Total	790
Fire Calls Percentage	6%
Total Coverage Percentage	11.21%