

AGREEMENT

THIS AGREEMENT made the ____ day of May, 2024 between North Annville Township, a Township of the Second-Class, (“Township”) existing under the laws of the Commonwealth of Pennsylvania and the Bellegrove Fire Company of Bellegrove, Pennsylvania (“Bellegrove”) and hereby agree as follows:

WHEREAS, pursuant to the American Rescue Plan Act (“ARPA”), Township received a certain sum of money from the United States to be used for certain matters in and around the Township.

WHEREAS, Township may use the funds received for matters including the acquisition of Emergency Response Vehicles for fire protection within the Township.

WHEREAS, Township must account for the use of such funds.

WHEREAS, Township must use the funds on or before December 31, 2026.

WHEREAS, Bellegrove is seeking to buy an Emergency Response Vehicle (“Emergency Response vehicle”).

WHEREAS, Bellegrove provides fire protection services within the Township.

WHEREAS, the North Annville Township Board of Supervisors would like to donate from its ARPA fund the sum of Two Hundred Sixty-Four Thousand Eight Hundred Ten Dollars and 38/100 (\$264,810.38) to Bellegrove for the sole purpose of acquiring the Emergency Response Vehicle.

AND NOW, come the parties as above identified and hereby agree as follows:

1. Township shall deliver to Bellegrove the sum of Two Hundred Sixty-Four Thousand Eight Hundred Ten Dollars and 38/100 (\$264,810.38)v(“funds”) from its ARPA fund for the sole purpose of acquiring the Emergency Response Vehicle.
2. Bellegrove, upon the execution of this Agreement, shall supply a copy of an executed contract which Bellegrove has executed with the relevant manufacturer of the Emergency Response Vehicle(“ERV”) for purposes of the acquisition of the ERV. A copy of that contact shall be attached to this Agreement and marked as “Exhibit A.”
3. Bellegrove shall acquire this ERV on or before September 30, 2026.
4. Bellegrove shall hold the funds delivered to it by the Township in a fund separate from any other fund which it now maintains and said funds shall be segregated from any other fund held by Bellegrove, and Bellegrove shall not utilize these funds for any other purpose other than the acquisition of the ERV which is the subject of Exhibit “A”.
5. Upon acquisition of the ERV, Bellegrove shall immediately deliver an executed copy of the relevant bill of sale or other documentation to Township verifying that Bellegrove has acquired the ERV on or before September 30, 2026.
6. If Bellegrove, for any reason or reasons, fails to acquire title and possession of the ERV on or before September 30, 2026, Bellegrove shall transfer the funds delivered to it by the Township to the Township for use by the Township in whatever way the Township so chooses.

7. This Agreement shall remain in full force and effect until Bellegrove either acquires the ERV referenced in Exhibit "A" or returns the funds to Township in accordance with the terms and provisions of this Agreement.
8. Bellegrove agrees to indemnify and hold harmless Township so long as this Agreement remains in full force and effect from any causes of action, liabilities, suits, or other attempts to impose legal liability upon the Township relative to this Agreement and/or any related agreement, and said indemnification shall extend to any costs incurred by the Township relative to this Agreement including the enforcement of this Agreement and any attorney's fees incurred by the Township in enforcing this Agreement and/or defending itself against any causes of action, actions, suits, liabilities and/or remedies brought against Township because of this Agreement.

WITNESSETH the signatures of the parties set forth below.

ATTEST:

NORTH ANNVILLE TOWNSHIP BOARD OF SUPERVISORS

By: _____
Secretary

By: _____
Chairman

By: _____
Vice Chairman

ATTEST:

BELLEGGROVE FIRE COMPANY

By: _____
Secretary

By: _____
Officer