

# MUNICIPAL FIRE ANALYSIS

West Conshohocken Borough  
Montgomery County, PA  
June 2023



## Governor's Center for Local Government Services

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## Executive Summary

In 2022, the Pennsylvania Department of Community & Economic Development (DCED), Governor's Center for Local Government Services (GCLGS) began a project to assess the fire services for West Conshohocken Borough, Montgomery County. Specifically, the Borough requested: **“Given the manpower issues in Pennsylvania volunteer fire companies, the Borough wants an analysis of the George Clay Fire Company to determine the efficiency, effectiveness, resources and productivity of the Fire Service in West Conshohocken.”**

### Purpose

Municipalities should periodically review the fire services that they are responsible to deliver under the municipal laws of the Commonwealth. The purpose should be to make sure that municipal fire protection is being delivered by fire service providers in a competent, prompt, professional manner with the needed resources, operational efficiencies, and management and that citizens expectations are met. This municipal assessment is intended to provide an overview of fire protection to ensure that they can evaluate these findings to provide services effectively and efficiently to the residents.

### Methodology Used in the Study

To understand and evaluate these issues, DCED undertook an assessment of the operations. The principal approaches utilized in this study included the following:

- Meetings with the Municipal Officials of West Conshohocken Borough and the George Clay Fire Company.
- Road tours of the area.
- Site visits to the Fire Stations and interactions with available members.
- Interaction via email and phone to conduct follow ups.
- Data collection of external and internal data documenting administrative and operational management policies and practices.



## Overview

There are several in depth issues that need to be addressed:

- Regional Fire Protection
- Daytime Staffing
- Recruitment and Retention of members
- Facilities
- Duplication of common fire protection services and equipment



## Recommendations

Throughout this report an evaluation and analysis of the organization, finances, and services was provided by the study participants and where appropriate, recommendations were made for improvements.

RECOMMENDATIONS	
<b>Principal Recommendation</b>	
<b>1</b>	West Conshohocken Borough should, before investing in any future major expenditures and/or capital improvements, communicate with neighboring municipalities to see if there is any interest in a regional approach to providing Fire Protection through the Association and/or Regionalization House 148 options. All principal and general recommendations mentioned within, should be discussed by any prospective municipal partners, and agreed upon. Consult the Intergovernmental Cooperation Handbook published by the Pennsylvania Department of Community & Economic Development regarding sharing of Fire Services.
<b>General Recommendations</b>	
<b>2</b>	West Conshohocken Borough should review the recommendations in this document and the potential additional investment needed, as it sees fit to provide Fire Protection in the future as permitted by the Pennsylvania Borough Code. Any regional fire protection funding should be undertaken as noted in Recommendation 1.
<b>3</b>	Recording of all data of the various operational, response time, staffing and training components provided through all available means. All fire data should be managed through a Fire Incident Reporting program and analyzed monthly by the Borough and the Fire Company. Any regional data recording, management and analyzation should be undertaken as noted in Recommendation 1.
<b>4</b>	The Borough should establish fire response and staffing benchmark performance objectives as per NFPA 1720 for the Urban area. This data should be recorded and tracked through whatever data reporting system is used in the future, to evaluate if NFPA 1720 is being met. Any regional fire response and staffing benchmarks should be undertaken as noted in Recommendation 1.
<b>5</b>	Resize and operate apparatus fleet as shown in this report. Revise Apparatus Replacement Plan accordingly. This recommendation is based upon the borough continuing to operate with the current fire protection arrangement. Any regional apparatus plan should be undertaken as noted in Recommendation 1.

## Introduction

West Conshohocken Borough, Montgomery County requested a fire protection survey in 2022.

The DCED survey process was conducted in several ways; they are as follows:

- Meetings with the Municipal Officials of West Conshohocken Borough.
- Road tours of the area.
- Site visits to the Fire Stations.
- Interaction via phone and/or face to face with all parties providing Fire Service in West Conshohocken.
- Promulgation of general questionnaires. This was based on the municipal scope of services requested by the Municipality from the Governor's Center for Local Government Services (GCLGS). DCED then distributed surveys to the parties providing Fire Protection. The documents were returned to DCED and used to gain further insight to the services provided.



## Municipal Overview

### West Conshohocken Borough, Montgomery County, PA

West Conshohocken is a borough in Montgomery County, Pennsylvania, United States. The population was 1,511 according to 2023 ESRI data. According to the United States Census Bureau, the borough has a total area of 0.88 square miles (2.3 km<sup>2</sup>), of which 0.84 square miles (2.6 km<sup>2</sup>) is land and 0.04 square miles (0.10 km<sup>2</sup>) (4.49%) is water. West Conshohocken Borough was incorporated October 6, 1874, from land taken equally from the Townships of Lower Merion and Upper Merion.

Today, with its proximity to highways I-76 and I-476 (Blue Route), this borough has experienced moderate office and retail development. West Conshohocken is easily identified by the mid and high-rise commercial development along its waterfront.

West Conshohocken has a borough manager form of government with a mayor and a borough council.

### Adjacent Municipalities

Upper Merion Township to the North and West

Plymouth Township to the East

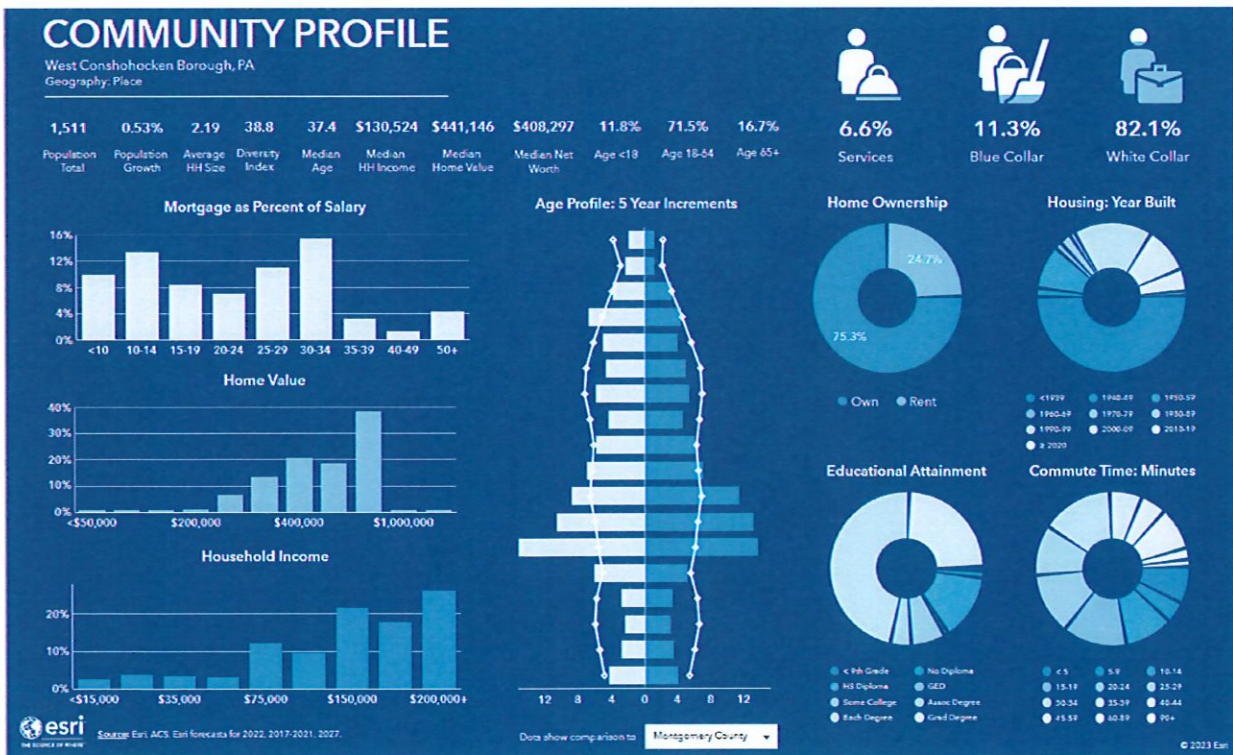
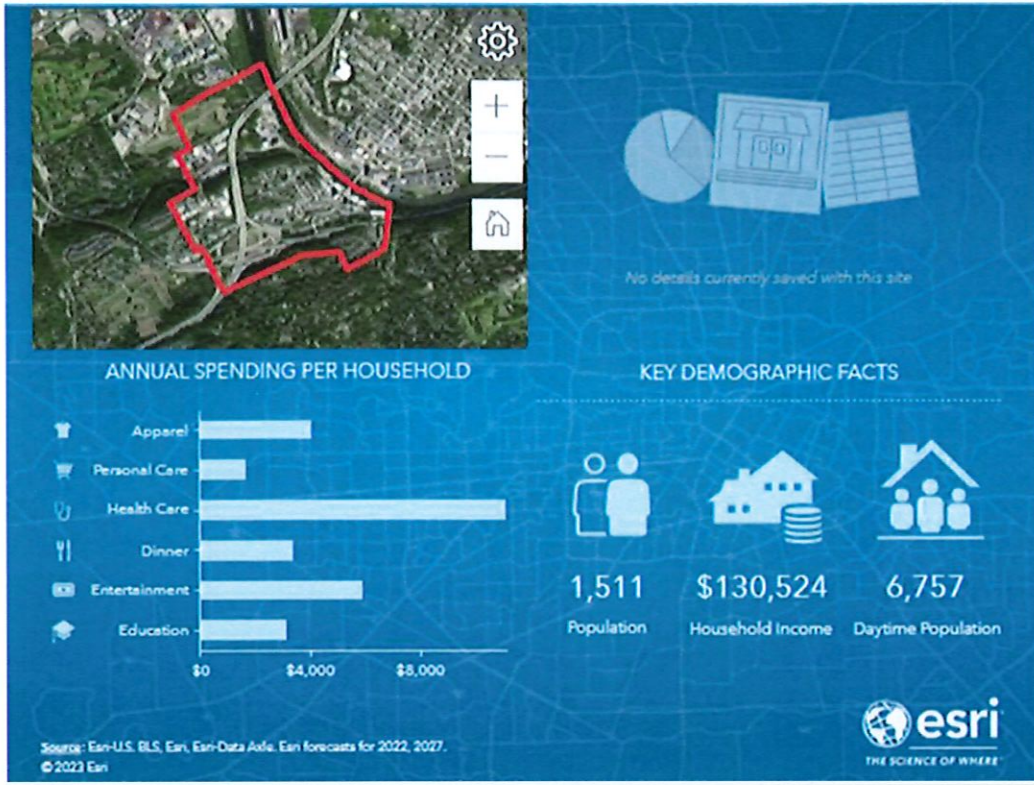
Conshohocken Borough to the East

Lower Merion Township to the South and West

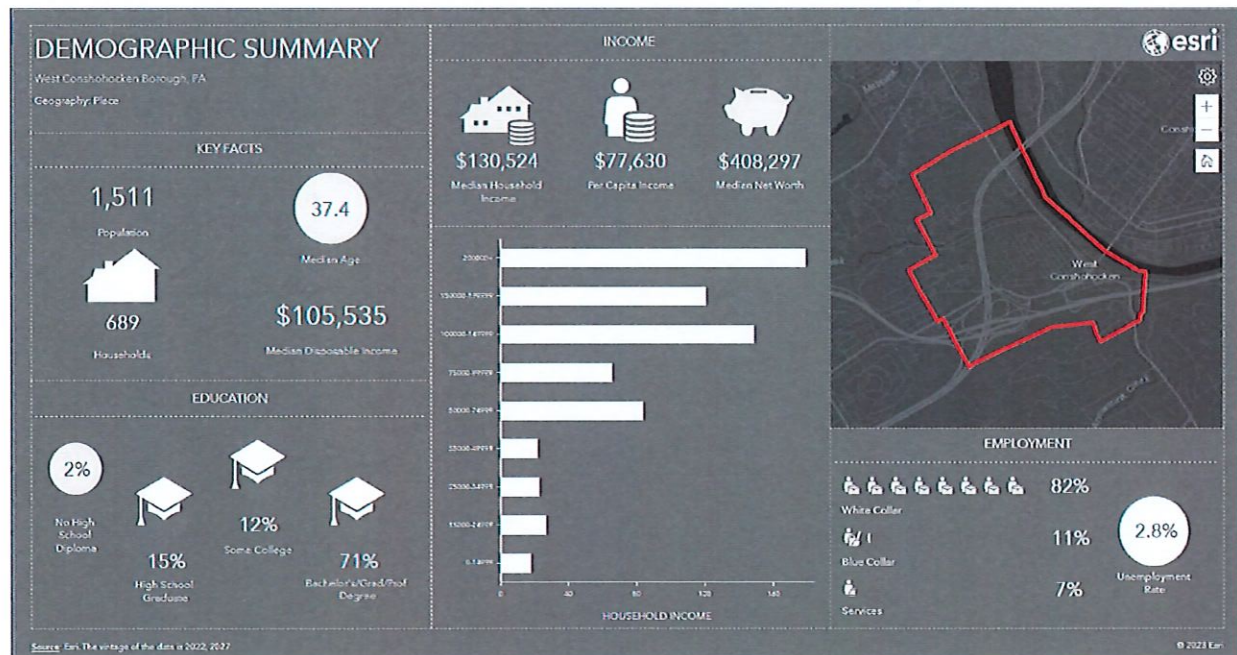
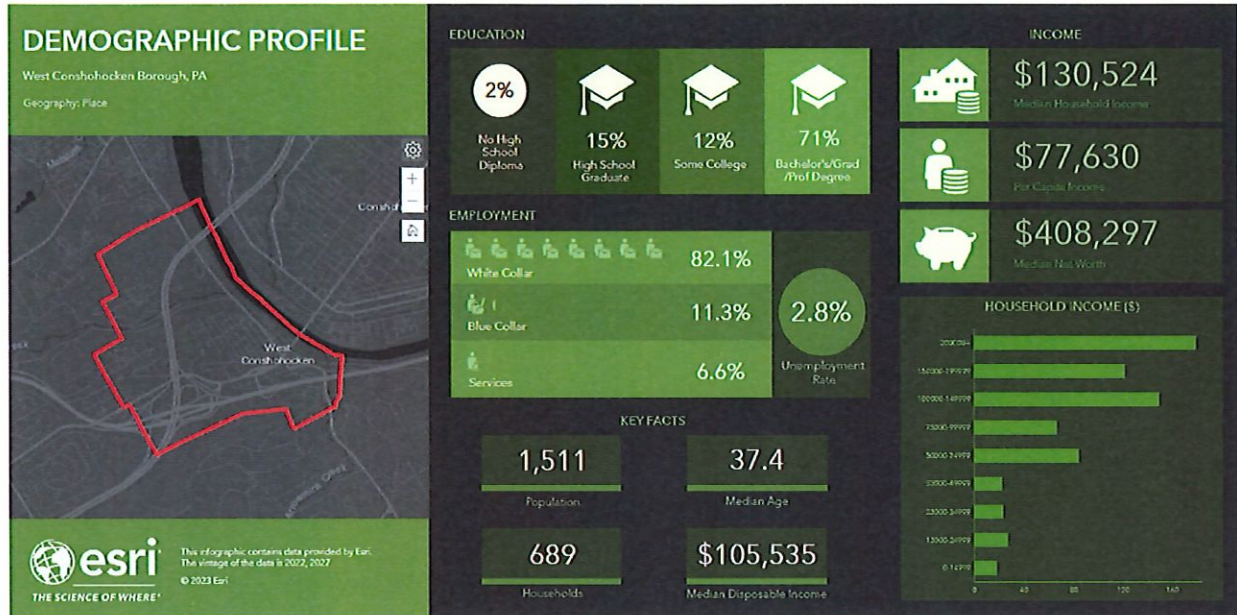
**Community Profile: West Conshohocken Borough via ESRI**



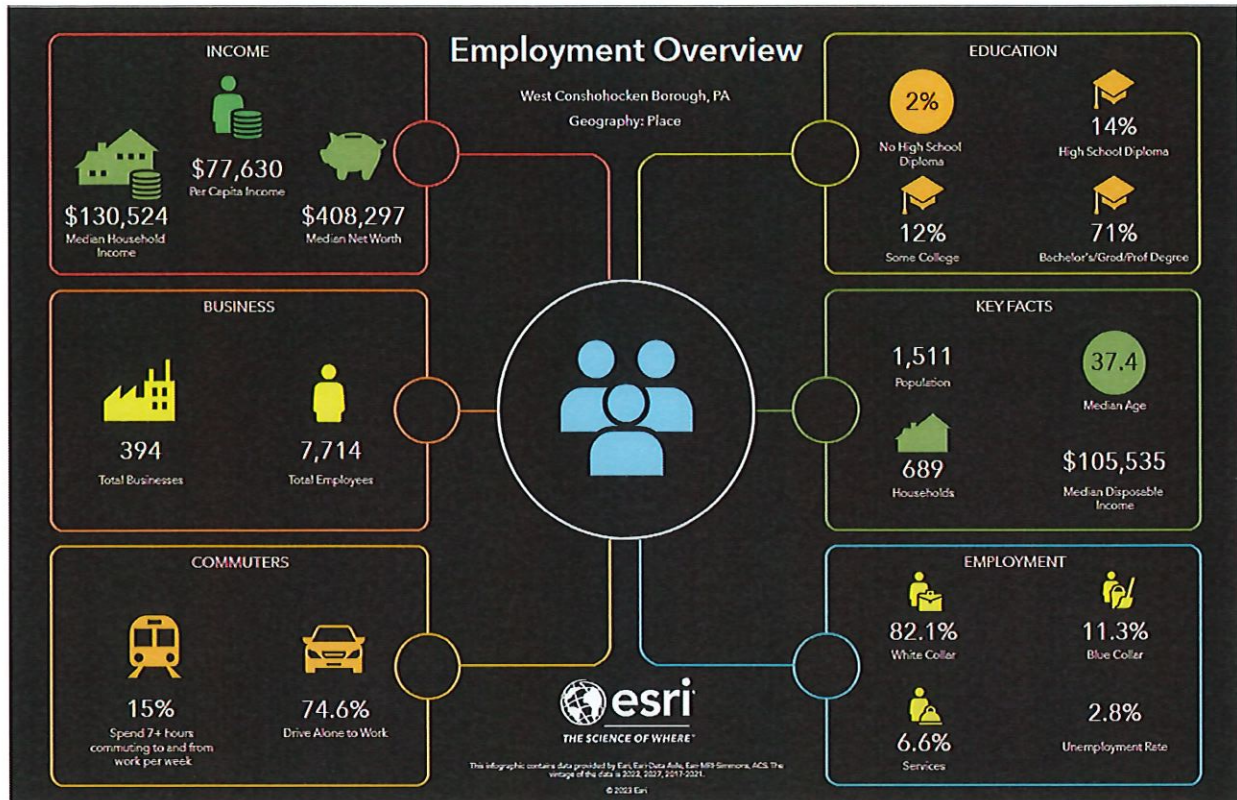






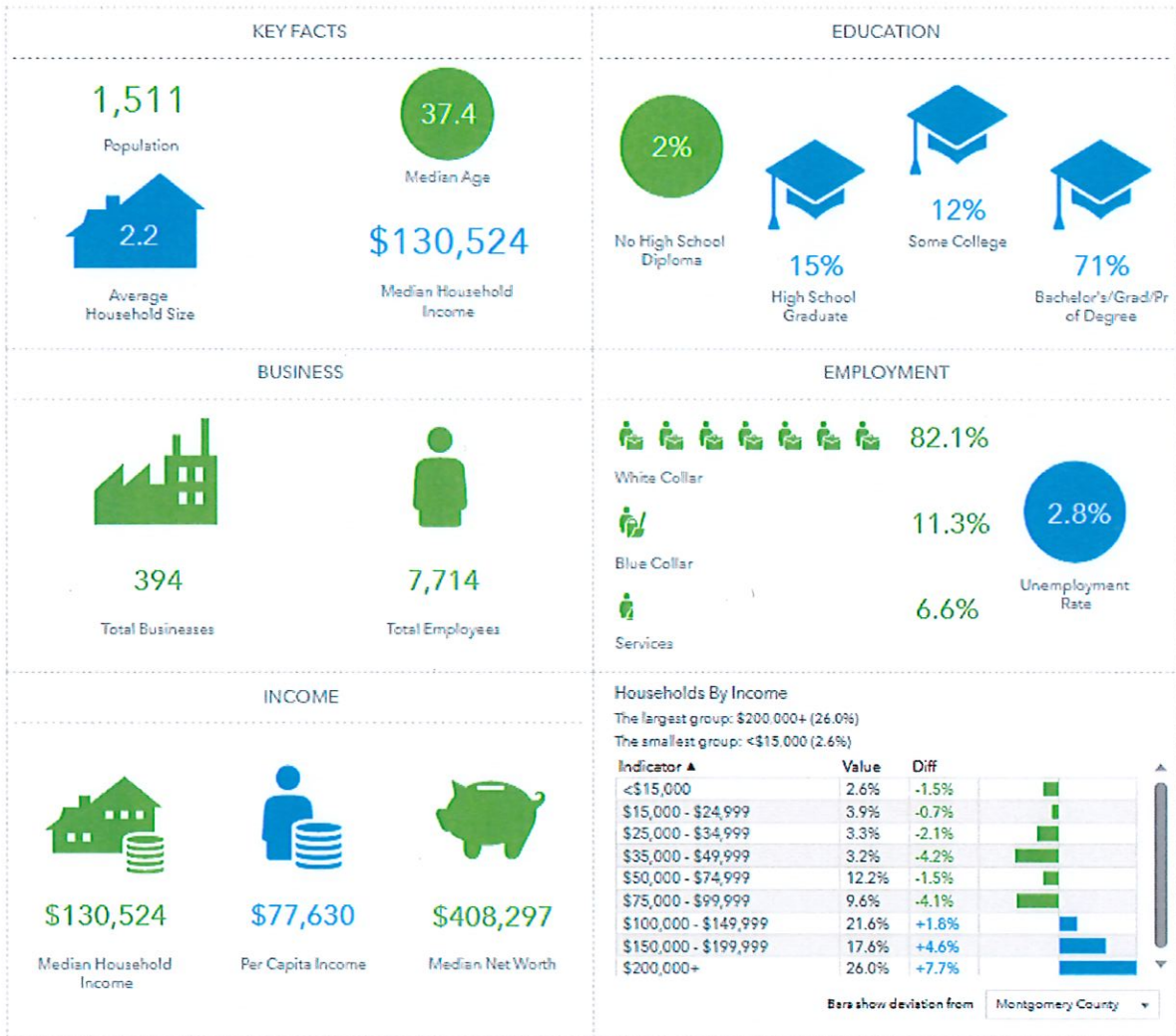






# Key Facts

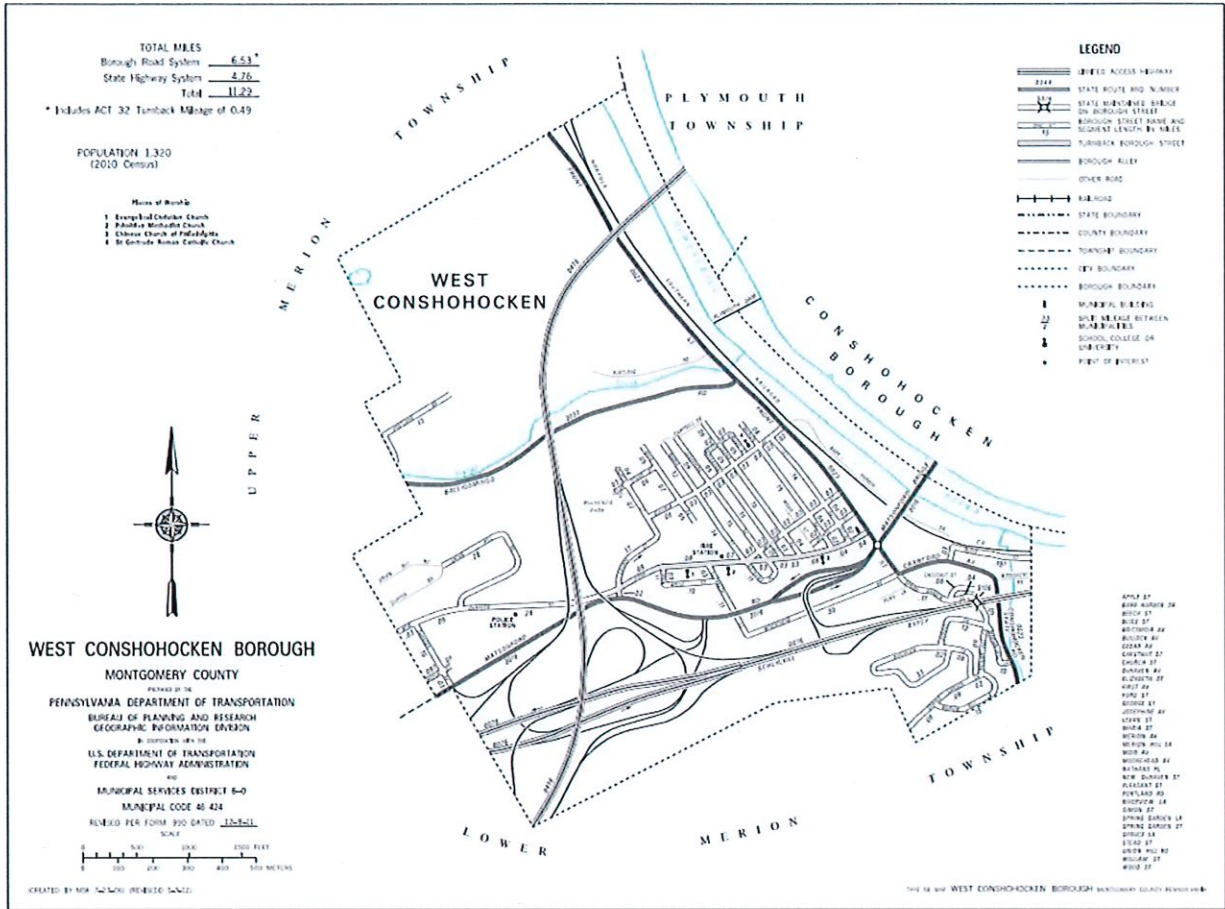
West Conshohocken Borough, PA  
Geography: Place

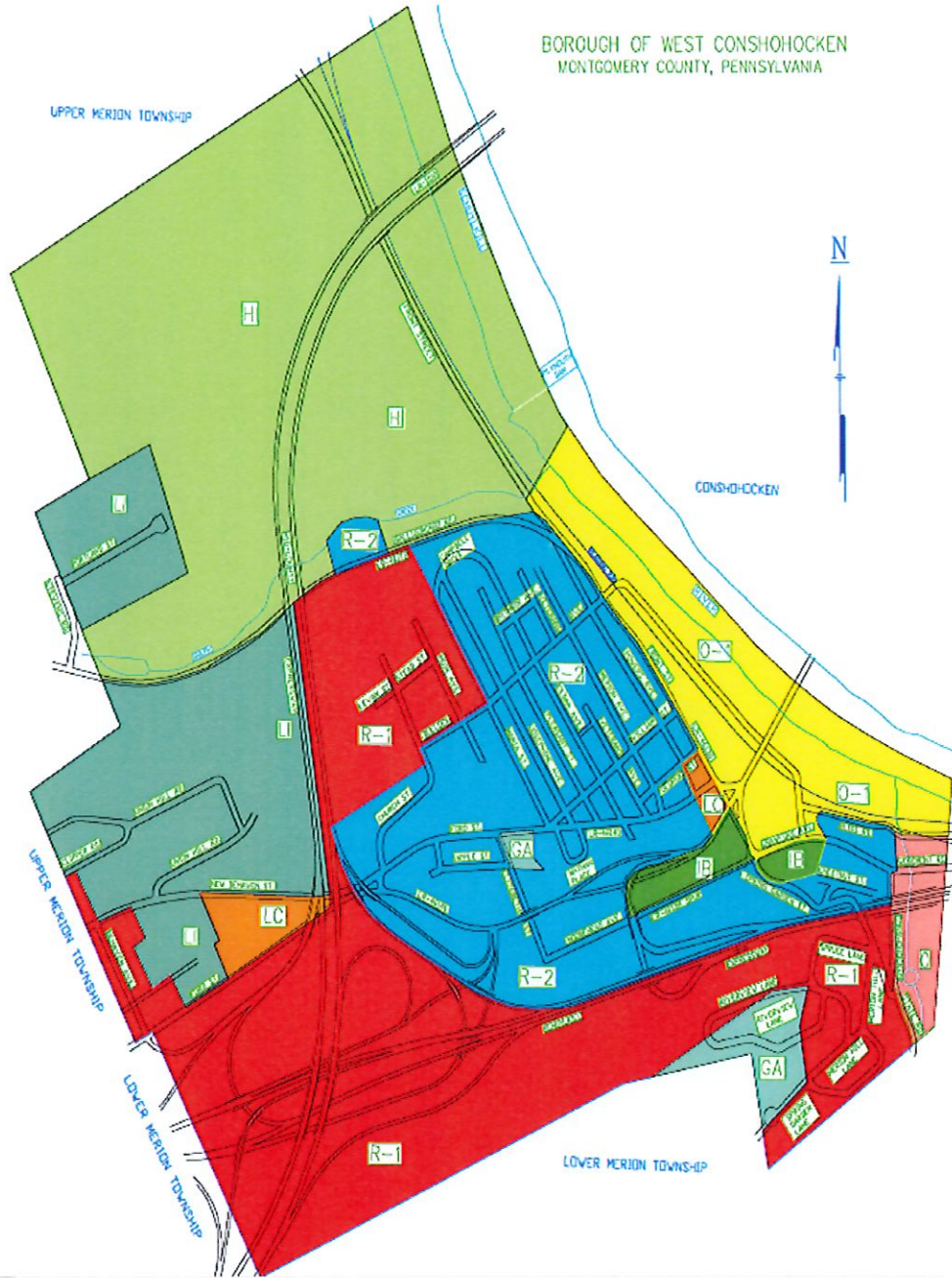


This infographic contains data provided by Esri, Esri-Data Axle. The vintage of the data is 2022, 2027.

© 2025 Esri







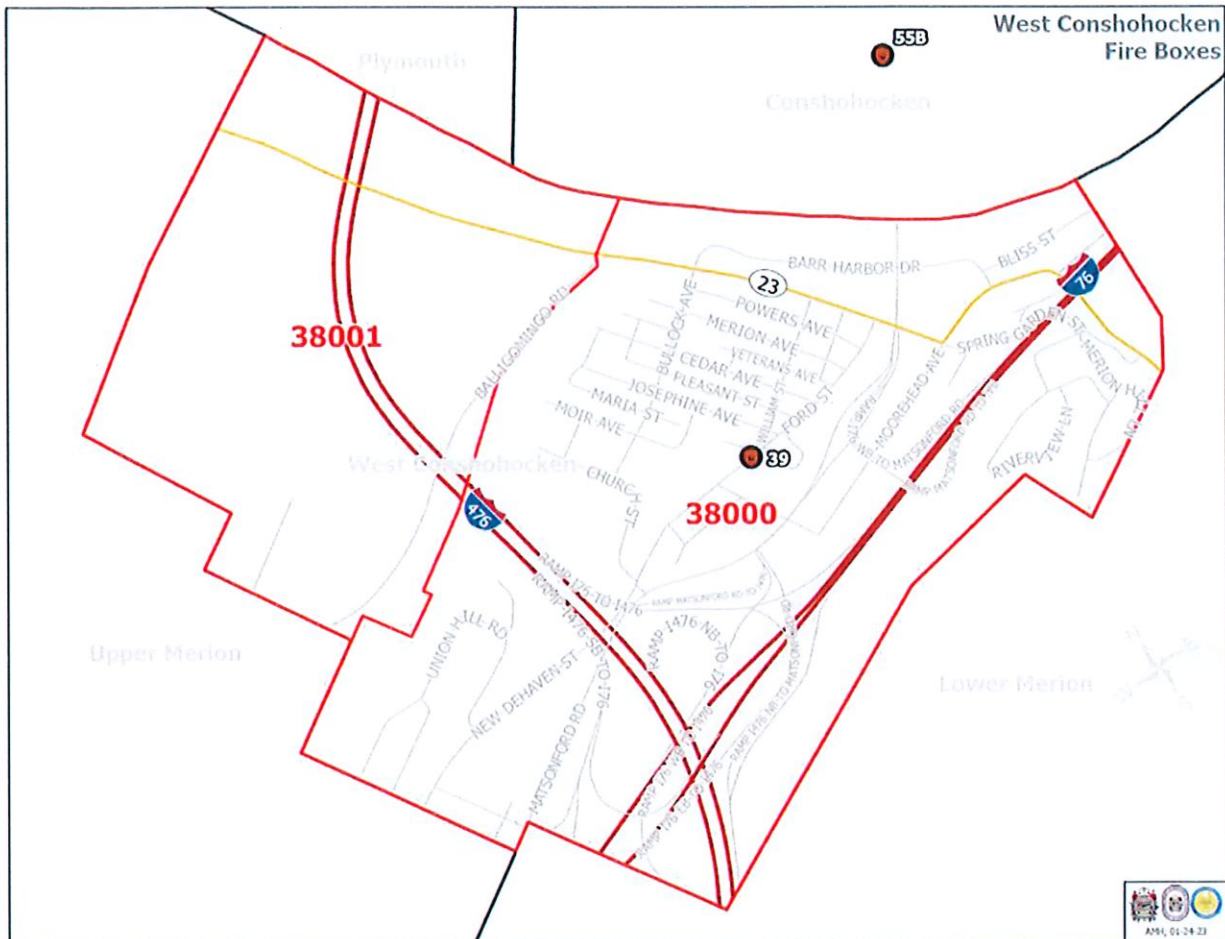
ZONING DISTRICTS	
<span style="color: red;">■</span>	- R-1 RESIDENTIAL
<span style="color: blue;">■</span>	- R-2 RESIDENTIAL
<span style="color: lightblue;">■</span>	- GA GARDEN APARTMENT
<span style="color: orange;">■</span>	- LC LIMITED COMMERCIAL
<span style="color: green;">■</span>	- IB INTERCHANGE BUSINESS
<span style="color: teal;">■</span>	- LI LIMITED INDUSTRIAL
<span style="color: lightgreen;">■</span>	- HI HEAVY INDUSTRIAL
<span style="color: pink;">■</span>	- O OFFICE
<span style="color: yellow;">■</span>	- O-1 OFFICE 1

## STREET MAP

Borough of  
West Conshohocken,  
Montgomery County,  
Pennsylvania

Zoning Map Prepared by  
Montgomery County Planning  
Commission  
Adopted West Conshohocken  
Borough Council, March 1976  
Revised July 10, 1984;  
Revised July 10, 1986  
Prepared by Perrini Associates  
Inc.  
UPDATED: MAY 6, 2009  
Sketch Z-1





## PA Borough Code: Specific Powers – Fire Protection/EMS

### § 1202. Specific powers.

The powers of the borough shall be vested in the council. In the exercise of any specific powers involving the enactment of an ordinance or the making of any regulation, restriction or prohibition, the borough may provide for enforcement and penalties for violations. The specific powers of the borough shall include the following:

(56) To ensure that fire and emergency medical services are provided within the borough by the means and to the extent determined by the borough, including the appropriate financial and administrative assistance for these services. The borough shall consult with fire and emergency medical services providers to discuss the emergency services needs of the borough. The borough shall require any emergency services organization receiving borough funds to provide to the borough an annual itemized listing of all expenditures of these funds before the borough may consider budgeting additional funding to the organization.



## PA Borough Code: Fire Protection Funding

**West Conshohocken Borough:** Assess a Fire Tax of 0.11 Mills. A contribution from the General Fund is also made to the George Clay Fire Company.

### CHAPTER 13 TAXATION AND FINANCE

#### § 1302. Tax levy.

(a) **Authority.**--The council of the borough shall have power, by ordinance, to levy and collect annually a tax not exceeding 30 mills for general borough purposes, unless the council by majority action, upon due cause shown by resolution, petitions the court of common pleas, in which case the court may order a rate of not more than five mills additional to be levied and in addition any of the following taxes:

(1) An annual tax sufficient to pay interest and principal on any indebtedness incurred pursuant to 53 Pa.C.S. Pt. VII Subpt. B (relating to indebtedness and borrowing) or any prior or subsequent act governing the incurrence of indebtedness of the borough.

(2) To provide for pensions, retirement or the purchase of annuity contracts for borough employees, not exceeding one-half mill.

(3) To defray the cost and expenses of caring for shade trees as provided in section 2720.1 (relating to maintenance by borough and tax levy) and the expense of publishing the notice referred to in section 2720.1, not exceeding one-tenth mill.

(4) For lighting and illuminating the streets, highways and other public places, not exceeding eight mills.

(5) For gas, water and electric, not exceeding eight mills, additional millage permitted only following a favorable referendum on the matter held in accordance with the election laws of this Commonwealth.

(6) For the purchase of fire engines, fire apparatus and fire hose for the use of the borough or for assisting any fire company in the borough in the purchase, renewal or



repair of any of its fire engines, fire apparatus or fire hose, for the purposes of making appropriations to fire companies both within and without the borough and of contracting with adjacent municipalities or volunteer fire companies in adjacent municipalities for fire protection, for the training of fire personnel and payments to fire training schools and centers or for the purchase of land upon which to erect a firehouse, or for the erection and maintenance of a firehouse or fire training school and center, not exceeding three mills. The following shall apply:

(i) The borough may appropriate up to one-half, but not to exceed one mill, of the revenue generated from a tax under this paragraph for the purpose of paying salaries, benefits or other compensation of fire suppression employees of the borough or a fire company serving the borough.

(ii) If an annual tax for the purposes specified in this paragraph is proposed to be set at a level higher than three mills, the question shall be submitted to the voters of the borough, and the county board of elections shall frame the question in accordance with the election laws of this Commonwealth for submission to the voters of the borough.

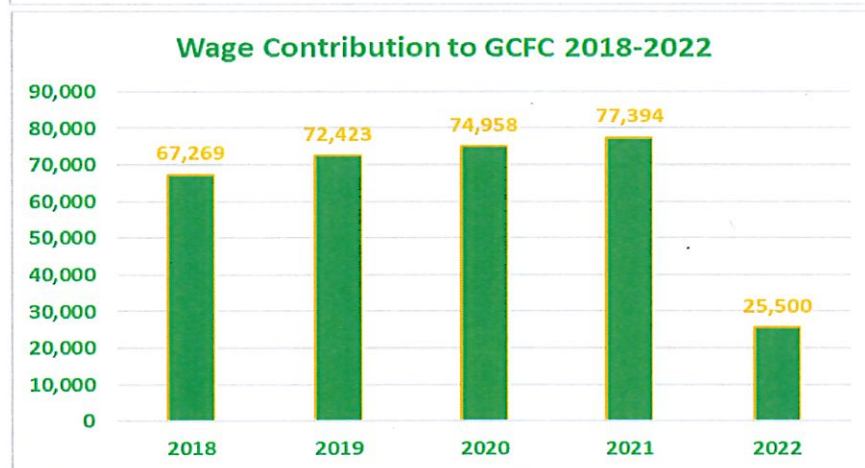
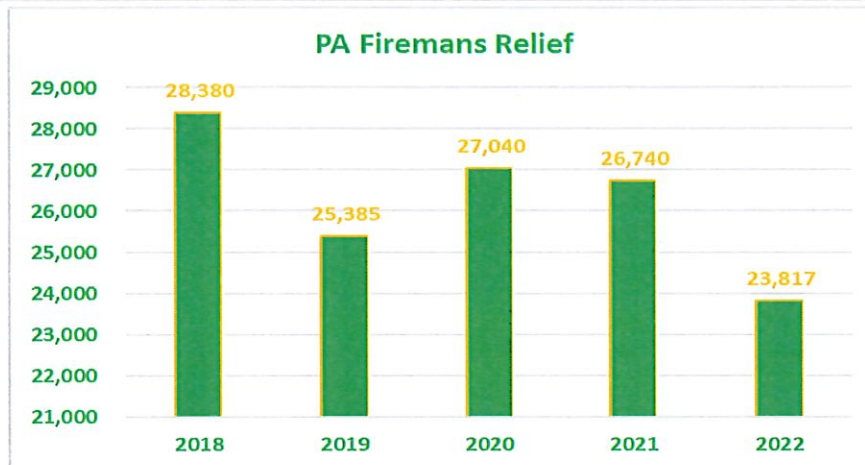
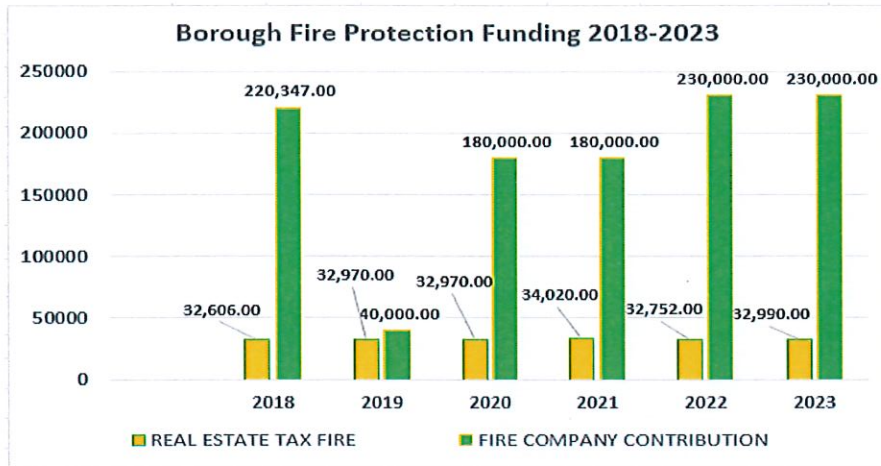
(7) For building a firehouse, fire training school and center, lockup or municipal building, not exceeding two mills, additional millage permitted only following a favorable referendum on the matter held in accordance with the election laws of this Commonwealth.

(8) To establish and maintain a local library or to maintain or aid in the maintenance of a local library established by deed, gift or testamentary provision, for the use of the residents of the borough, in accordance with 24 Pa.C.S. Ch. 93 (relating to public library code).

(9) For the purpose of supporting ambulance, rescue and other emergency services serving the borough, not to exceed one-half mill, except as provided in subsection (e). The borough may appropriate up to one-half of the revenue generated from a tax under this paragraph for the purpose of paying salaries, benefits or other compensation of employees of the ambulance, rescue or other emergency service.

(10) An annual tax sufficient for the purpose of maintaining and operating recreation places or for paying the borough's share of a joint action with one or more political subdivisions, in accordance with section 2701 (relating to general powers).





Financial Data provided by West Conshohocken Borough. In 2022, the borough hired a Municipal Public Safety Specialist, but continues to contribute to wages of the GCFC Part-time staff

**Recommendation:** West Conshohocken Borough should review the recommendations in this document and the potential investment needed, as it sees fit, to provide Fire Protection in the future as permitted by the Pennsylvania Borough Code. Any regional fire protection funding should be undertaken as noted in Recommendation 1.

## Fire Company Overview

### George Clay Fire Company

Montgomery County Station 39 is located at 426 Ford Street, West Conshohocken, PA

#### Membership Station 39:

- Firefighter - 22
- Member - 25
- Life - 55
- Administration – 18
- Auxiliary - 14

*\*The numbers above reflect individual members who fall into several categories.*

Membership Data provided by GCFC.

#### Required Training:

1. N.I.M.S. 100 &700  
(National Incident Management System)
2. First Aid
3. CPR

Info from GCFC S.O.G. revised on 4-26-2015

ISO Rating: West Conshohocken: 04 as of 2017

Information received from GCFC and West Conshohocken Borough.



## Fire Station Facilities

**Station 39:** 426 Ford Street. West Conshohocken



Company Organized - 1898

Original Building Dedicated - 1900

Addition and Remodel - 1940

Addition and Remodel - 1955

Building and bay door Raised to accommodate aerial apparatus - 1973

Basement Remodel - 1975

1st floor renovation - 1997

1st floor kitchen renovation - 2022

1st floor Meeting room / Offices / Kitchen / Restroom / Engine Room

3 Bays - (1 Ladder / Utility / Boat) (2 - Engine) / gear washing machine / dryer

2nd floor Auditorium / Hall (Capacity = 200) / Kitchen / Restrooms / Stage

Basement Gathering room / Training Room

Facility serves as the Borough's Emergency Evacuation Center.

Facility serves as the Borough's Emergency Operations Center (EOC) when activated.

Building has redundant power / redundant communications (FirstNet) / redundant internet.

Department uses 800Mhz MONTCO system & Borough owned 450Mhz Digital Radio system.

Department has Active 911 Alerting system for call alerting / mapping / pre-planning / routing.

Department has MONTCO CAD Laptops / modems in each apparatus.

Department uses AT&T First Net phones for redundant cell / data service in apparatus & facilities.

Info provided by GCFC



## Evaluation of Fire Services

Local governments and emergency services organizations have used cooperative partnerships to improve service delivery by better coordinating resources.

### A. Problem Statement

As demands for service and costs continue to increase, and staffing decreases, innovative strategies should be explored to ensure a sustainable quality service.

### B. Purpose Statement

The purpose of this report is to outline the current fire rescue system in West Conshohocken Borough, Montgomery County and provide suggestions to improve the delivery of fire protection.

### C. Introduction to Cooperation

Why should municipalities and organizations cooperate?

It is important to understand interdependence in today's fire and emergency services. Our communities blend across defined municipal boundaries. Every day, mutual aid is provided and received for fires, vehicle crashes, medical emergencies, and a variety of other calls for citizens in need of a rapid, caring response. According to the Intergovernmental Cooperation Handbook published by the Pennsylvania Department of Community & Economic Development, municipalities are not walls or barricades.

They are interdependent because of economic factors, physical features, and social groupings and it has been proven that cooperation will lead to better efficiency and effectiveness in the provision of services. As communities grow, so does the need for new and expanded services.

Citizens will expect more from their government and fire department. Cooperation is the future; the question is whether it is in your department's future.

How to make cooperation work?

The Intergovernmental Cooperation Handbook recommends that the process be as inclusive as possible from the start. The process should involve members and leaders of the fire departments, elected officials, community members, and municipal staff. It is essential to communicate effectively. If members of the process are not kept informed, decisions will be made on assumptions rather than facts. To maintain a cooperative spirit, it is important to be proactive, flexible, patient, and to think regionally.

#### **D. The Setting – West Conshohocken Borough**

West Conshohocken is in Montgomery County.

West Conshohocken operates under the Commonwealth of Pennsylvania Borough Code.

In each borough, there are seven (7) council members and a mayor. A Borough Administrator or Borough Manager oversees the day-to-day operations.

**E. Contemporary Analysis.**

GCFC was given an opportunity to provide their thoughts in this internal self-analysis. They declined.

**Station 39 – George Clay Fire Company**

**The top three needs facing the department include:**

- 1.
- 2.
- 3.

**The top three strengths include:**

- 1.
- 2.
- 3.

**The top three weaknesses include:**

- 1.
- 2.
- 3.



George Clay Fire Company was asked to provide their thoughts on consolidating, merging, regionalizing and/or sharing services. They declined.

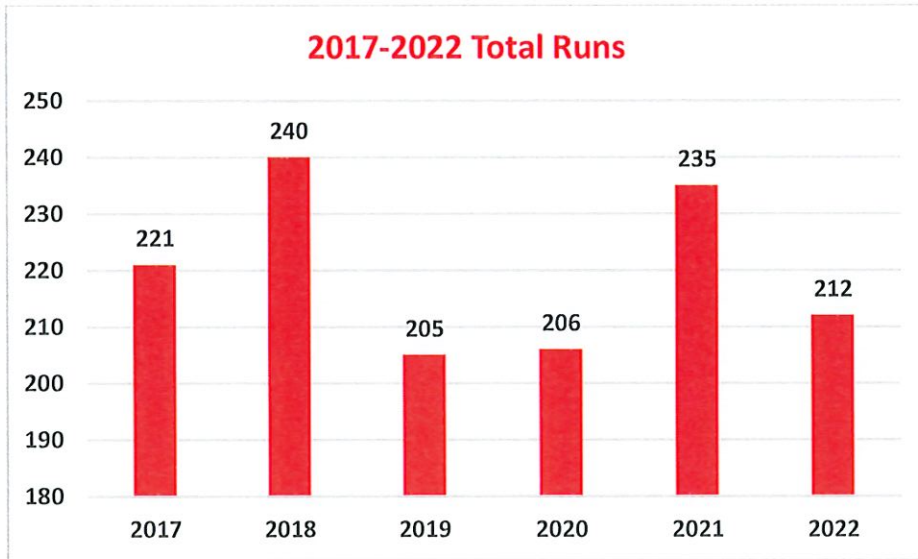
**Station 39**

**Pros**

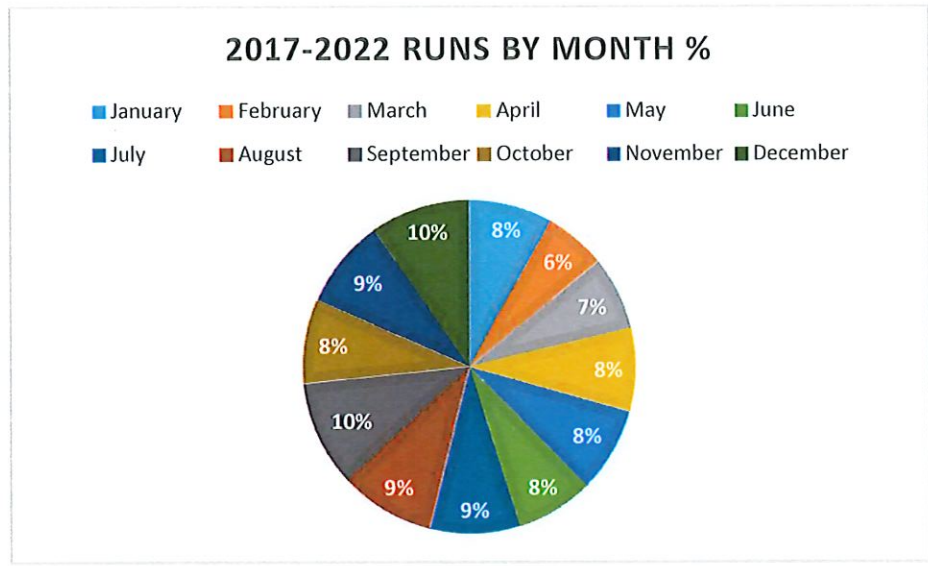
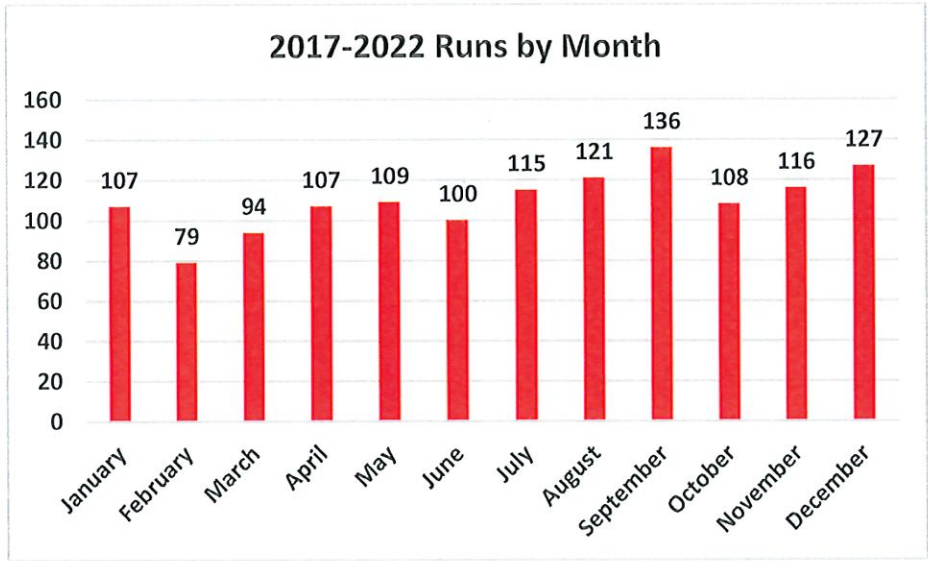
**Cons**

### Run Data

Run Data: 2017-2022

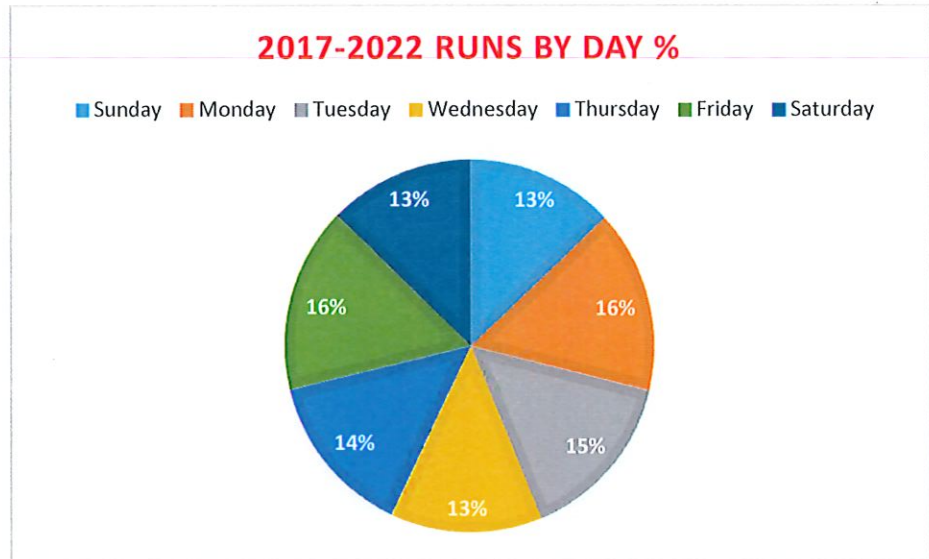
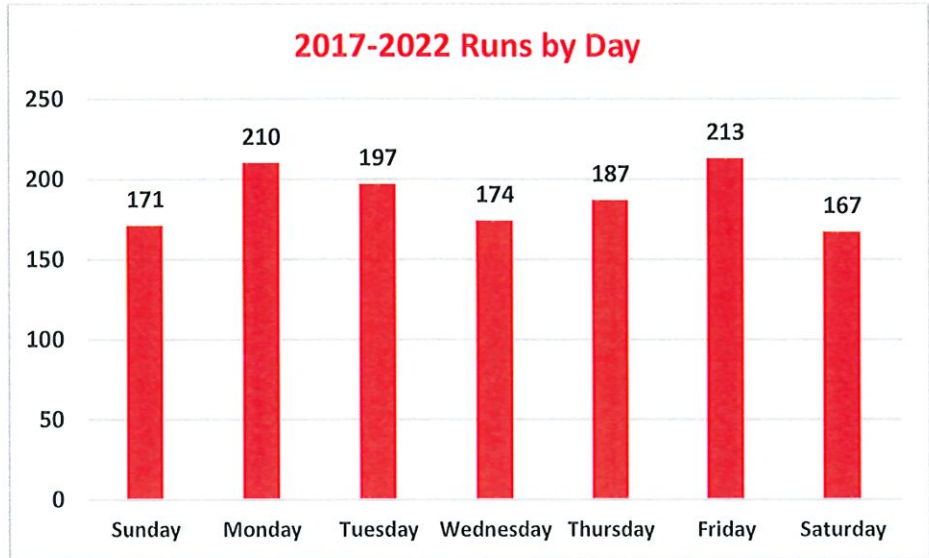


**Busiest Year: 2018 240 Runs/18%**

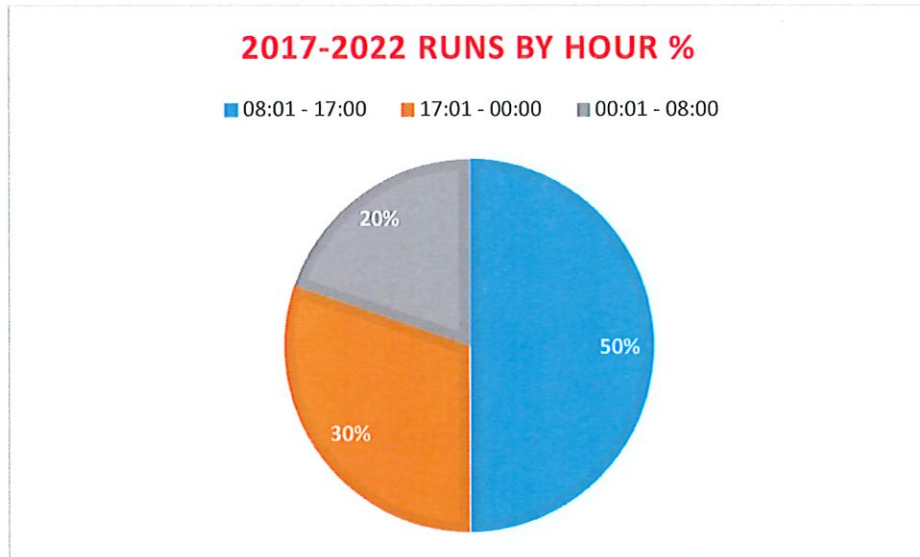
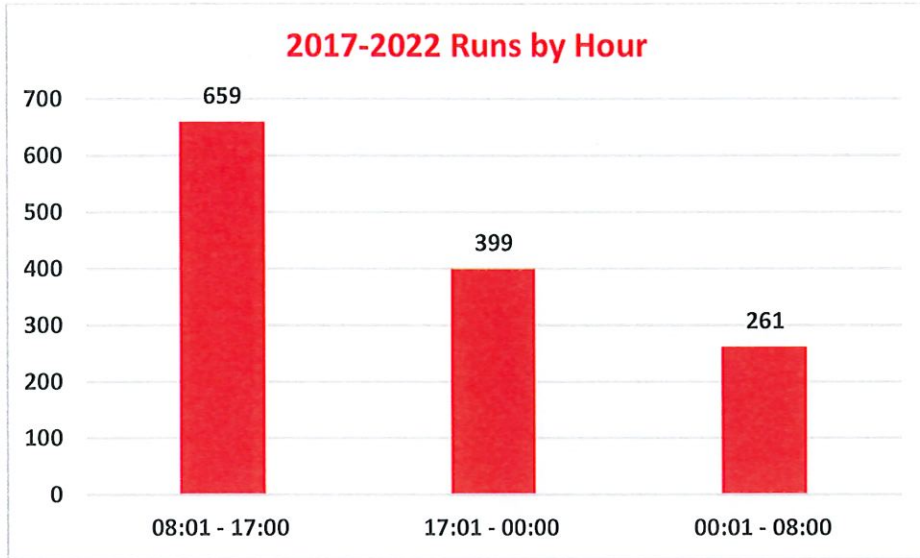


**Busiest Month: September 136 Runs/10%**



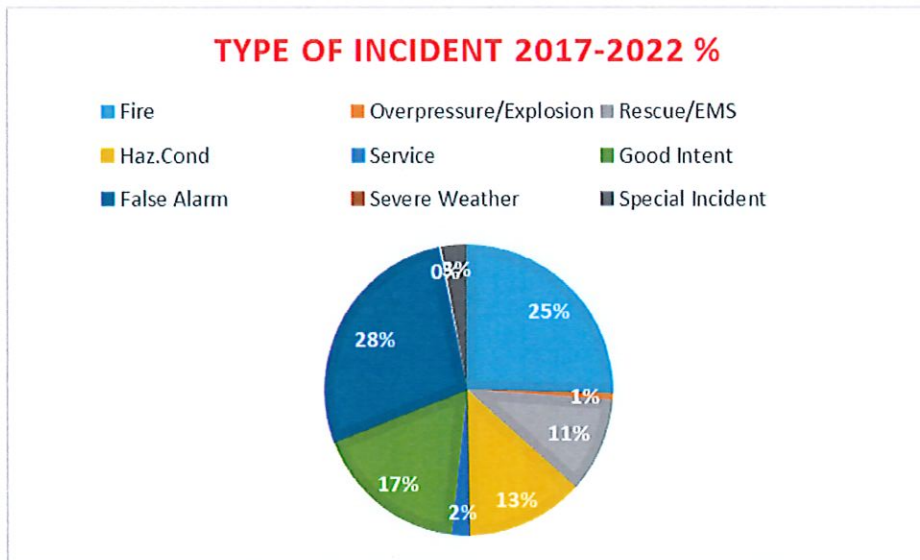
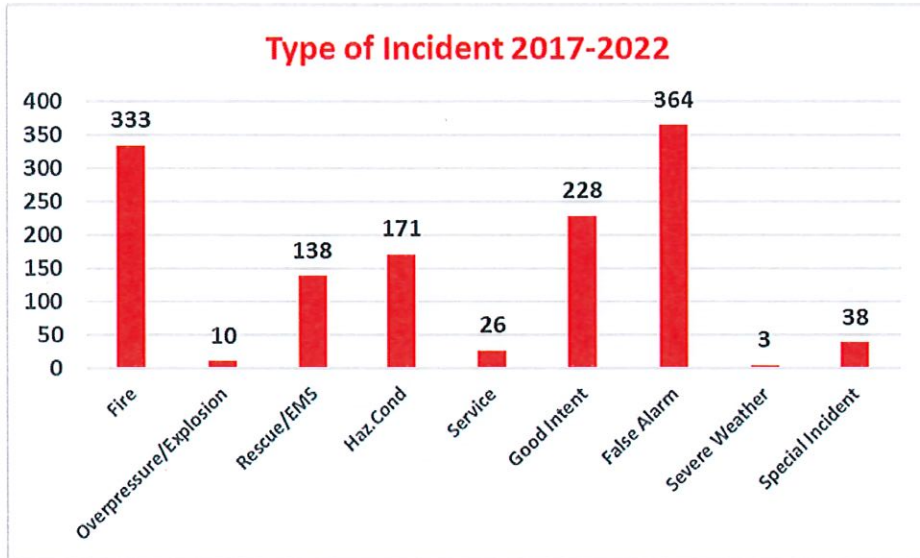


**Busiest Day of Week: Friday 213 Runs/16%**



**Busiest Hours 08:01-17:00 659 Runs/50%**

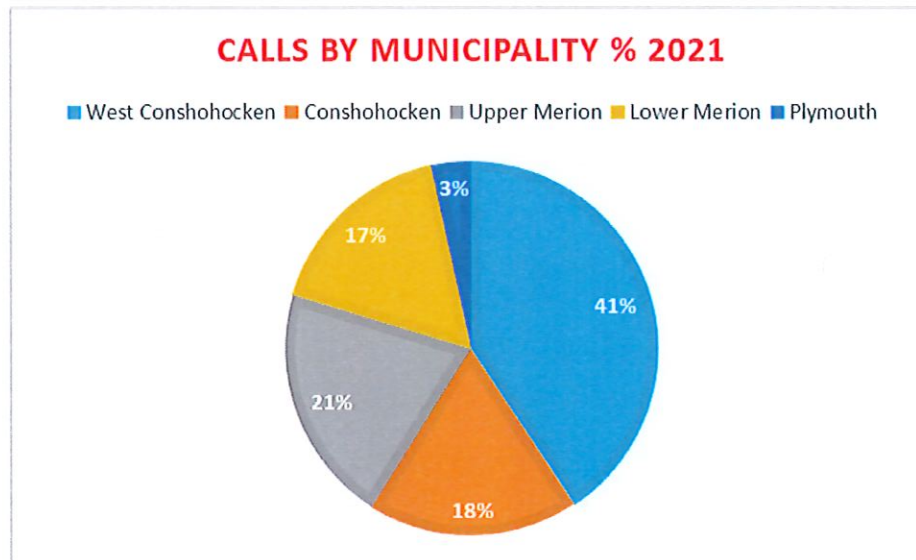
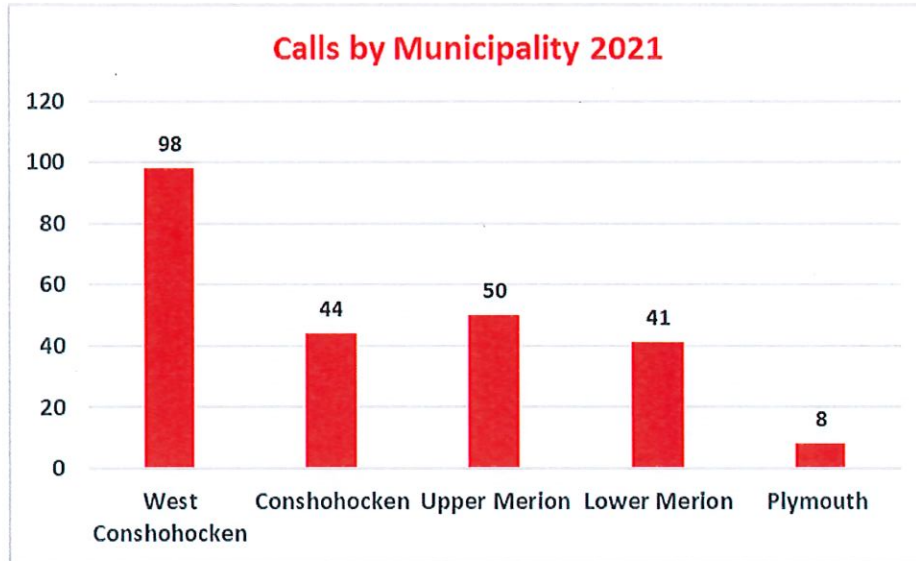


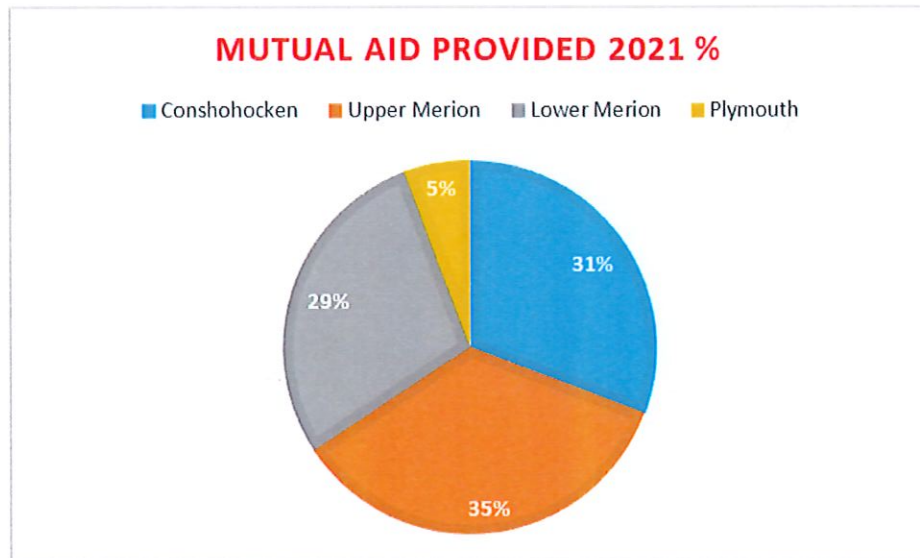
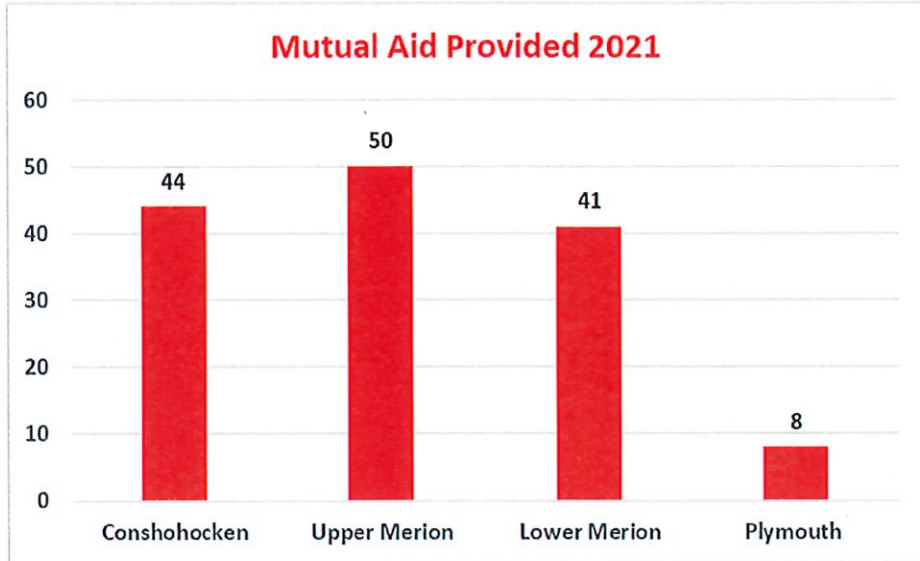


**Most Prevalent Incident: False Alarm 364 Runs /28%**

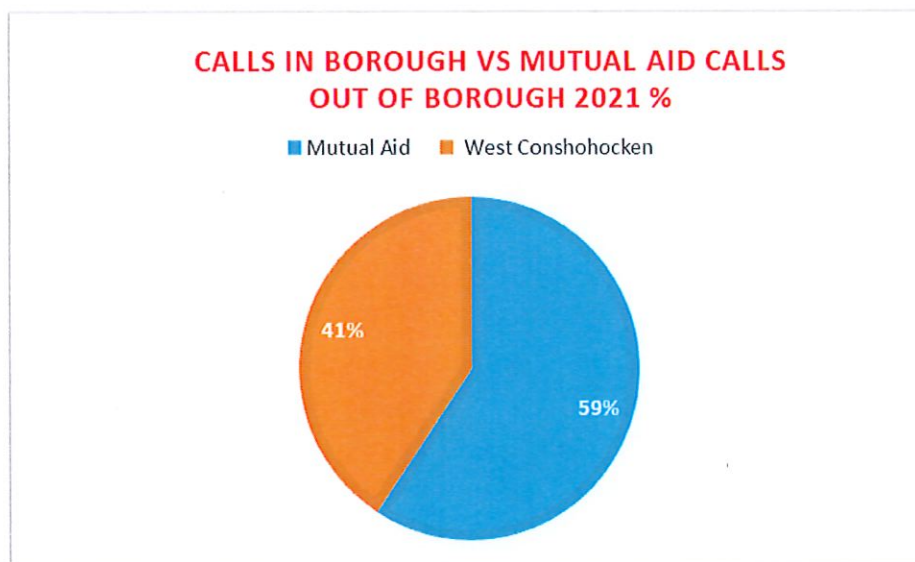
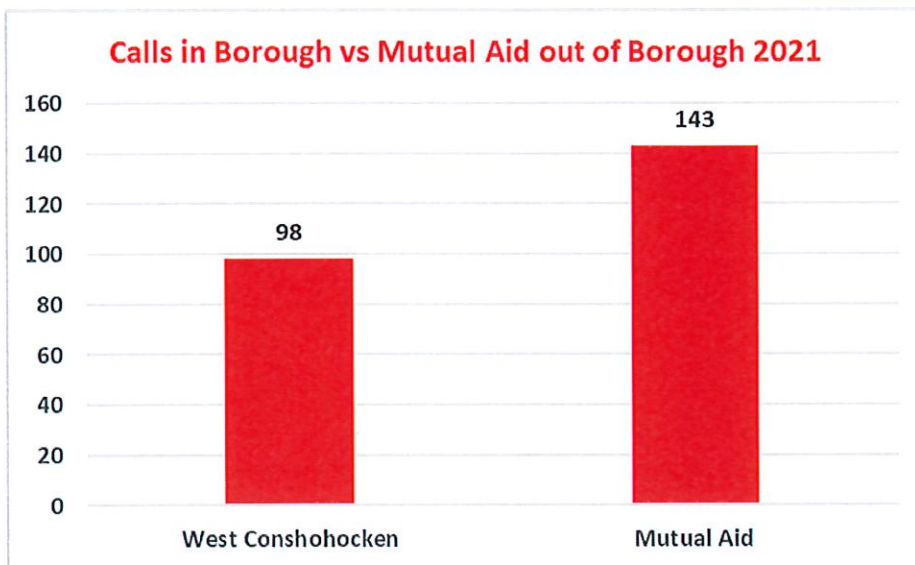
All Data provided by George Clay Fire Company

**Mutual Aid**









Mutual Aid Data from Montgomery County Public Safety Monthly Incident Report for 2021

**Recommendation:** *Recording of all data of the various operational, response time, staffing and training components provided through all available means. All data should be managed through a Fire Incident Reporting program and analyzed monthly by the Borough and the Fire Company. Any regional data recording, management and analyzation should be undertaken as noted in Recommendation 1.*



## Staffing & Response Times

The National Fire Protection Association (NFPA) Standard 1720: *Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments*, is the Nationally Recognized Standard for evaluation of Staffing and Response Times for Volunteers.

Demand Zone <sup>a</sup>	Demographics	Minimum Staff to Respond <sup>b</sup>	Response Time (minutes) <sup>c</sup>	Meets Objective (%)
Urban area	>1000 people/mi <sup>2</sup>	15	9	90
Suburban area	500–1000 people/mi <sup>2</sup>	10	10	80
Rural area	<500 people/mi <sup>2</sup>	6	14	80
Remote area	Travel distance ≥ 8 mi	4	Directly dependent on travel distance	90
Special risks	Determined by AHJ	Determined by AHJ based on risk	Determined by AHJ	90

<sup>a</sup> A jurisdiction can have more than one demand zone.

<sup>b</sup> Minimum staffing includes members responding from the AHJs department and automatic aid

<sup>c</sup> Response time begins upon completion of the dispatch notification and ends at the time interval shown in the table.

West Conshohocken - 0.88 square miles & population of 1,511

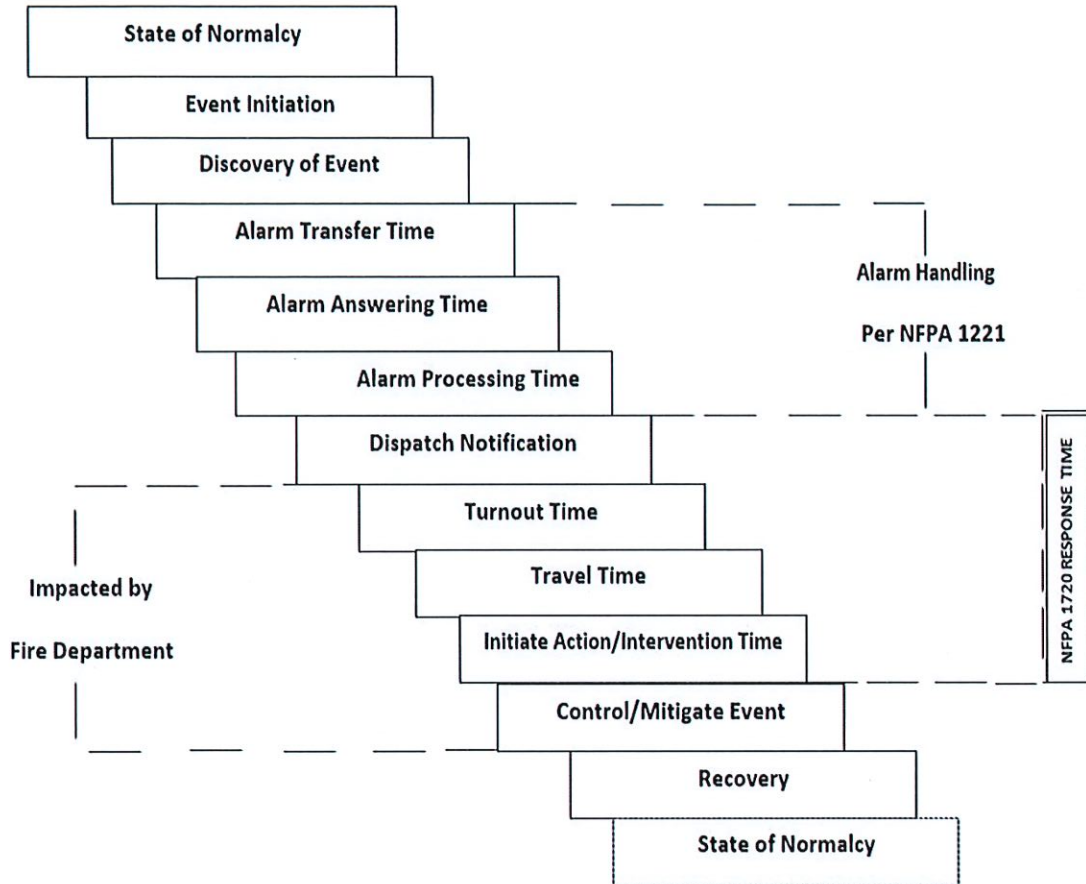
Population density of 1,717.0/ Sq. Mile

Urban Demand Zone

**Recommendation:** *The Borough. should establish fire response and staffing benchmark performance objectives as per NFPA 1720 for the Urban area. This data should be recorded and tracked through whatever data reporting system is used in the future, to evaluate if NFPA 1720 is being met. Any regional fire response and staffing benchmarks should be undertaken as noted in Recommendation 1*



**CASCADE OF EVENTS**



## Staffing

### Station 39:

Volunteers Fire Fighters: respond from their homes and/or places of employment after receiving notification via dispatch from the Montgomery County 911 Center.

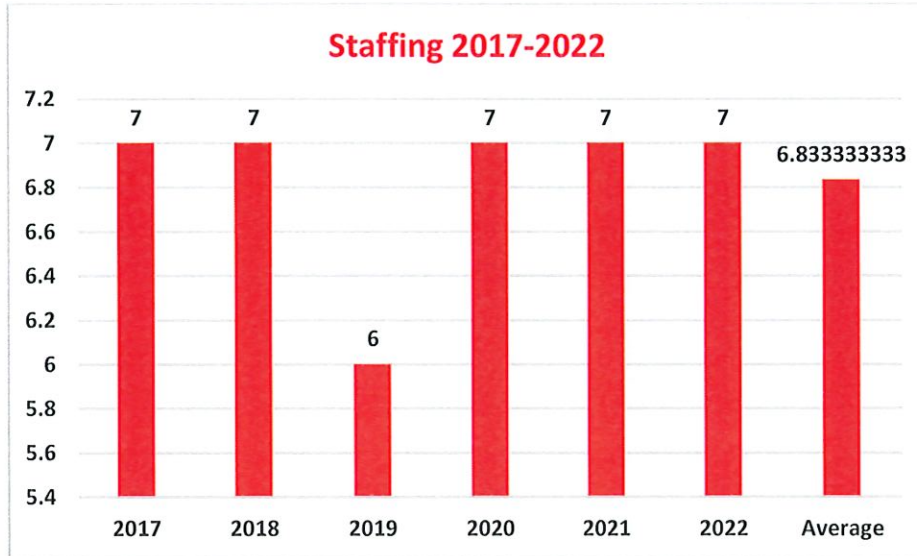
Volunteer Firefighters: 22

### Housemen:

- 1 Full-Time Borough employee: Monday – Friday 7:00 AM to 3:30 PM
- 2 Part-Time Fire Company employees Saturday/Sunday from 8:00 AM to 4:30 PM.

**Response Staffing – Station 39: 2017-2022**

**NFPA 1720 Criteria: Minimum Staffing of 15/90% of the time**



\*Staffing analysis typically includes a delineation of number of members on the apparatus and number of members at the station. GCFC did not provide this information based upon the mechanisms of their fire data reporting system.

With an average staffing of 6.8, Station 39 does not meet the minimum staffing of NFPA 1720. Automatic Aid can be used to help meet this criteria. Automatic aid is defined as a pre-agreed upon plan providing joint dispatch and immediate response of more than one department. With no access to Automatic Aid Data, it is not clear how many personnel from other departments are arriving on their apparatus at the same time to make up the initial responding crew. It cannot be ascertained whether staffing of 15 or 90% of the time is being met.

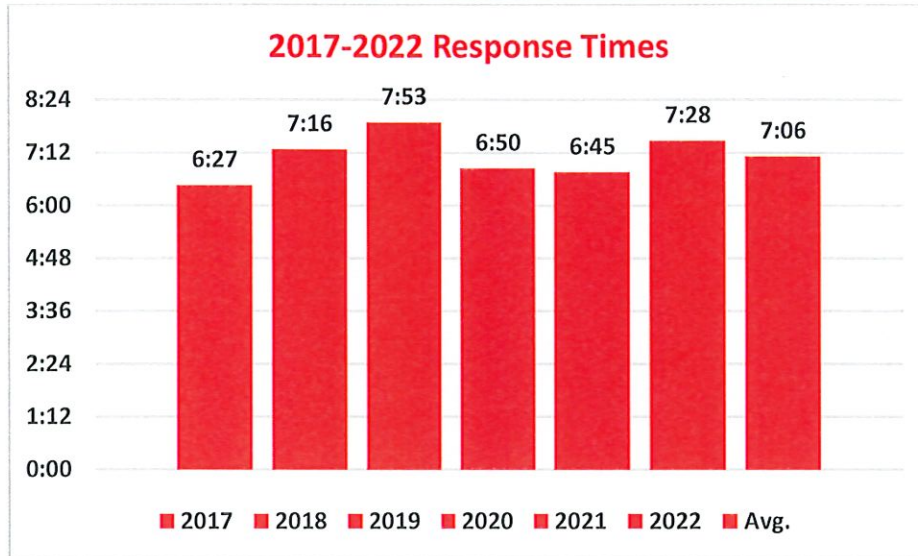
Mutual Aid, which is defined as reciprocal assistance that is part of a communication center dispatch protocol cannot be used in this analysis.

All Data from the George Clay Fire Company



**Response Time - Station 39: 2017 - 2022**

**NFPA 1720 Criteria: 9 minutes or less 90% of the time**



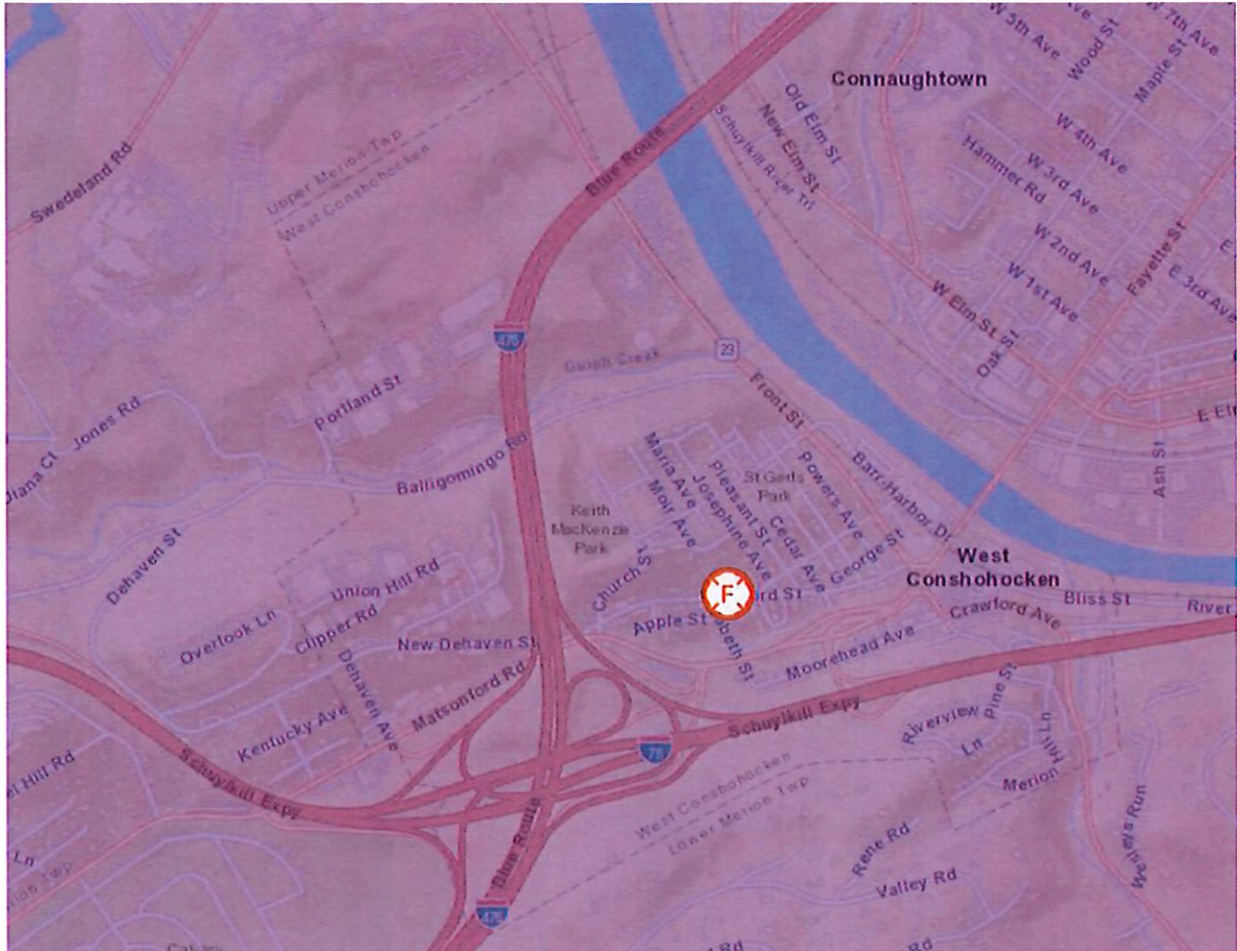
Montgomery County Fire Radio policy is to acknowledge and time stamp response upon the markup of any fire department vehicle, which initially in all probability, is a Chiefs vehicle and not dispatched fire apparatus.

Response Time analysis typically includes a delineation of dispatch to responding; responding to the scene and overall time of dispatch to the scene. GCFC did not provide this information based upon the mechanisms of their fire data reporting system. What was provided was overall time of dispatch to the scene.

Information provided by the Borough indicates overall response time is 9 minutes or less in 78% of the time however, if calls where the response is from mutual aid in another municipality or for aid on the limited access highways then the department is on scene in 9 minutes or less or 96 % of the time.

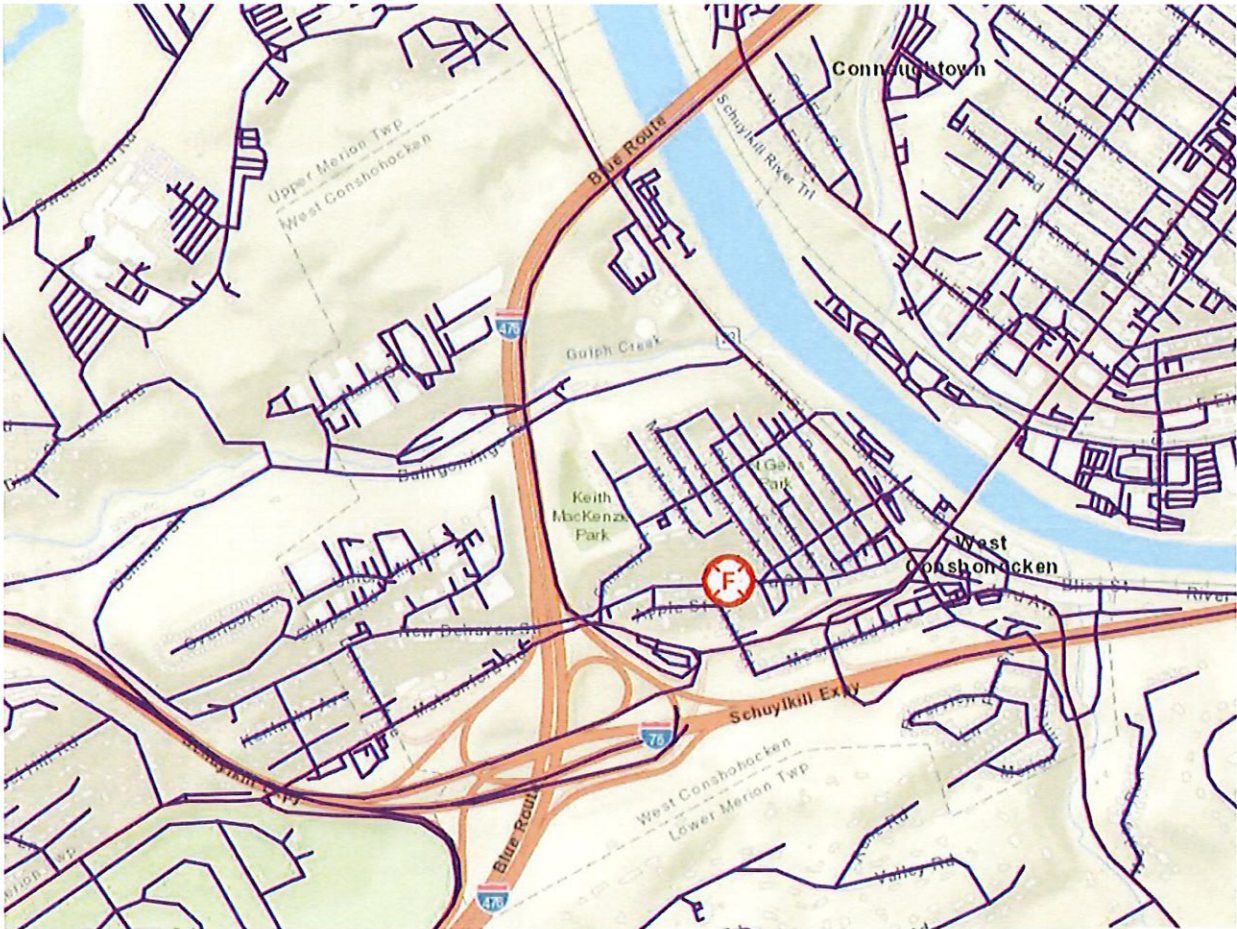
All Data from the George Clay Fire Company

**NFPA 1720 9 Minute Travel Area**  
**Station 39: 426 Ford Street, West Conshohocken Borough**





**NFPA 1720 9 Minute Reachable Streets**  
**Station 39: 426 Ford Street, West Conshohocken Borough**



Station 39 ostensibly meets NFPA 1720 Urban Demand Zone for Response Time, noting the Montgomery County Dispatch policy as previously stated.



Fire Apparatus

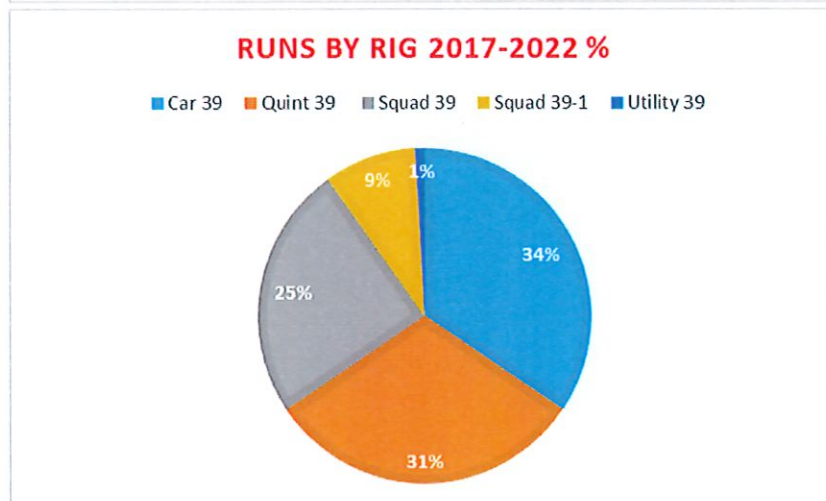
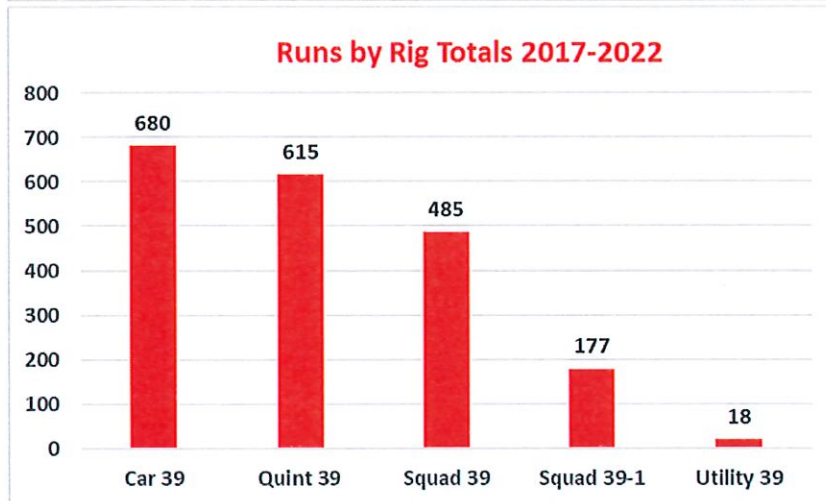
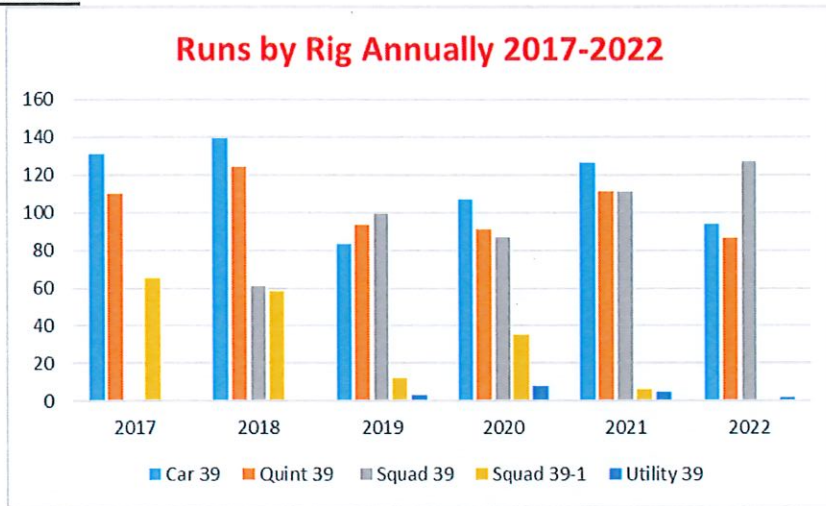
Station 39 Fleet	Quint 39	Squad 39	Squad 39-1	Utility 39	Car 39	Marine 39
Age	2011	2017	2001	1996	2016	2000
Type	Aerial / Quint	Squad Co.	Squad Co.	Utility / Air Truck	Command	Marine
Miles	5789.9	3745.6	16615.3	5333.8	20676	n/a
Hours	1295.8	457.3	2017.6	1202.5	n/a	n/a
GPM	2000	2017	1750	n/a	n/a	n/a
Tank Size	600 gal	500 gal	500 gal	n/a	n/a	n/a
Main Footage	100 ft	n/a	n/a	n/a	n/a	n/a
Grnd Ladder Footage	170 ft	66 ft	66 ft	n/a	n/a	n/a

Station 39 Fleet	Quint 39	Squad 39	Squad 39-1	Utility 39	Car 39	Marine 39
Purchase Price \$	\$875,000.00	\$777,000.00	\$291,674.00	\$125,000.00	\$75,000.00	\$8,700.00
New/Used	New	New	New	New	New	New
Replacement	2028	No Projection	2023	2023	No Projection	No Projection
Replacement Costs Est. 1	\$1,950,949	No Projection	\$1,043,250	\$250,000	No Projection	No Projection
Replacement	2033	No Projection	2026	2026	No Projection	No Projection
Replacement Costs Est. 2	\$2,736,306	No Projection	\$1,278,026	\$327,698	No Projection	No Projection

Station 39 Fleet	Replacement Years 1	Replacement Costs Est. 1
Quint 39	2028	\$1,950,949
Squad 39-1	2023	\$1,043,250
Utility39	2023	\$250,000
<b>Total Replacement Costs</b>		<b>\$3,244,199</b>
Station 39 Fleet	Replacement Years 2	Replacement Costs Est.2
Quint 39	2033	\$2,736,306
Squad 39-1	2026	\$1,278,026
Utility 39	2026	\$327,698
<b>Total Replacement Costs</b>		<b>\$4,342,030</b>

All Data from the George Clay Fire Company Apparatus Replacement Plan except Total Replacement Costs.

**Apparatus Run Data**



All Data from the George Clay Fire Company

## Fire Apparatus Fleet

Station 39 operates 3 front line pieces of fire apparatus, along with staff and support vehicles.

The analysis of apparatus as it relates to function and division of labor details the following:

- The operation of Squad 39 and Squad 39-1 demonstrates duplication of services.

The analysis of apparatus as it relates to staffing details the following:

- With an average staffing of 6.8, the front-line fleet is oversized for the available staffing.

The analysis of apparatus as it relates to call volume details the following:

- Car 39 responded to 34% of calls from 2017-2022
- Quint 39 responded to 31% of calls from 2017-2022
- Squad 39 responded to 25% of calls from 2017-2022
- Squad 39-1 responded to 9% of calls from 2017-2022
- Utility 39 responded to 1% of calls from 2017-2022

The recommended fleet size based upon this analysis is as follows.

- Squad 39
- Quint 39
- Utility 39
- Car 39
- Marine 39

**Recommendation:** *Resize and operate apparatus fleet as shown above. Revise Apparatus Replacement Plan accordingly. This recommendation is based upon the borough continuing to operate with the current fire protection arrangement. Any regional apparatus plan should be undertaken as noted in Recommendation 1.*



**PA HR 148 Options for West Conshohocken**

<b>Forms of Regionalization in the DCED Process</b>
<p><b><u>Consolidation:</u></b> The combination of two or more companies which results in the termination of all companies and the creation of a new company with a new name. All assets and liabilities of the former companies are transferred to the new company.</p>
<p><b><u>Merger:</u></b> The combination of two or more companies which results in all but one relinquishing its name. All assets and liabilities of joining companies are transferred to the surviving company.</p>
<p><b><u>Association:</u></b> Agreement of two or more companies to combine and administer similar activities through an umbrella organization. Does not normally involve transfers or combination of assets, as most costs of operations or programs are shared. In some instances, associations may be a prelude to a merger or consolidation.</p>
<p><b><u>Regionalization:</u></b> Although the term "regionalization" can and is used to generically refer to almost any form of regional partnership or joint venture, DCED uses the term in a specific sense in its Shared Municipal Services Program. As used by DCED, regionalization is the combination of some assets of two or more companies to accomplish specific objectives and tasks. Each participating company retains its identity.</p>

*Recommendation: West Conshohocken Borough should, before investing in any future major expenditures and/or capital improvements, communicate with neighboring municipalities to see if there is any interest in a regional approach to providing Fire Protection through the **Association** and/or **Regionalization** HR 148 options. All principal and general recommendations mentioned within, should be discussed by any prospective municipal partners, and agreed upon.*

*Recommendation: Any municipal actions should be accomplished by codifying this action through adoption of appropriate ordinances and/or resolutions, along with an accompanying signed Fire Services Agreement. Consult the Intergovernmental Cooperation Handbook published by the Pennsylvania Department of Community & Economic Development regarding sharing of Fire Services.*

<b>Recent Successful Regionalization Efforts With DCED Involvement</b>	
<b><u>Consolidations</u></b>	<b><u>Mergers</u></b>
Bloomsburg (Columbia)	Halifax Borough/Township (Dauphin)
Wall Borough/East McKeesport (Allegheny)	Forest City (Susquehanna)
Mount Pleasant Township (Wayne)	Lemoine/Wormleysburg (Cumberland)
Warrior Run (Union/Northumberland)	Overfield/Falls/Exeter Townships (Wyoming)
Elizabeth Township (Allegheny)	Logan Township (Blair)
Marcus Hook Borough (Delaware)	Columbia Borough (Lancaster)
Spring Township/West Lawn Borough (Berks)	Jersey Shore Borough (Lycoming)
Morrisville Borough (Bucks)	Young Township (Indiana)
Middletown Borough (Dauphin)	Buckhorn/Ferndale/Hemlock Townships (Columbia)
	Canton Borough (Bradford)
<b><u>Regionalizations</u></b>	<b><u>Associations*</u></b>
Elizabeth Twp/Warwick Twp/Lititz Borough (Lancaster)	Jefferson Hills Borough (Allegheny) (*A merger also occurred as part of this association action.)
Muncy and Montgomery Boroughs (Lycoming)	



## Model Ordinance

Below for review is a "Model Municipal Ordinance."

\\SHeidelberg\Ordinances\Fire Co\Ordinance.DOC

### ORDINANCE NO. 217

**AN ORDINANCE OF THE TOWNSHIP OF SOUTH HEIDELBERG, BERKS COUNTY, PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE BOROUGH OF WERNERSVILLE, THE BOROUGH OF SINKING SPRING AND THE TOWNSHIP OF LOWER HEIDELBERG, BERKS COUNTY FOR THE PURPOSE OF FORMING, ESTABLISHING AND JOINING A REGIONAL FIRE DEPARTMENT TO BE KNOWN AS WESTERN BERKS FIRE DEPARTMENT.**

WHEREAS, the Western Berks Fire Task Force has recommended that the four (4) fire companies currently serving the municipalities of Lower Heidelberg Township, Sinking Spring Borough, South Heidelberg Township and Wernersville Borough merge into one (1) fire department to be known as Western Berks Fire Department in order to insure the continued provision of quality fire protection services utilizing trained and certified fire fighters and equipment, which meets the standards required by the Commonwealth of Pennsylvania for certification as a fire department, for the benefit of the health, safety and welfare of the residents of each participating municipality; and

WHEREAS, Section 66803(c) of the Second Class Township Code authorizes the Township of South Heidelberg (the "Township") to enter into a contract with the proper authorities of nearby or adjacent cities, boroughs, or townships, for the purpose of the furnishing to and the receiving of mutual assistance in fire protection from such cities, boroughs, or townships, and to make appropriations therefor, through an intergovernmental cooperation agreement adopted under the authority of the Pennsylvania Intergovernmental Cooperation Act, 53 Pa.C.S. § 2301, *et seq.*, as amended (the "Act"); and

WHEREAS, the Township may enter into an intergovernmental cooperation agreement upon the passage of an ordinance by the Board of Supervisors pursuant to the Act; and

WHEREAS, the Township desires to enter into an intergovernmental cooperation agreement ("Agreement") with the other participating municipalities in order to establish and join the Western Berks Fire Department.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of the Township of South Heidelberg, Berks County, Pennsylvania, and it is hereby ENACTED AND ORDAINED as follows:

**SECTION 1. TITLE AND BACKGROUND.** The Title and Background of this Ordinance as set forth above are incorporated herein by reference.

**SECTION 2. AUTHORIZATION.** The Board of Supervisors of the Township hereby approve entering into the Agreement, a copy of which is attached hereto and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this Ordinance was enacted), with the intent and effect that the Township shall be bound by the Agreement.



SECTION 3. EXECUTION. The Chairman of the Board of Supervisors of the Township is hereby authorized and directed on behalf of the Township: (i) to execute and deliver the Agreement; and (ii) to execute and deliver such additional instruments, and to take such further actions, as may be necessary or appropriate to carry forth the Agreement and the transactions to be effected under the Agreement, including payment of the membership fees, as may be due from the Township under the Agreement.

SECTION 4. RATIFICATION. All actions of any officer, agent or other representative of the Township heretofore taken in the pursuit of the establishment of the Western Berks Fire Department and/or the Township's participation therein are hereby ratified and approved in all respects.

SECTION 5. NECESSARY ACTS. The Township is hereby authorized to take such other action as may be necessary or appropriate to carry out the purposes of this Ordinance and of the Agreement.

SECTION 6. PENNSYLVANIA INTERGOVERNMENTAL COOPERATION ACT. This Ordinance is adopted pursuant to the authority granted in the Act and, as required thereby, the following matters are specifically found and determined:

- (a) The conditions of the Agreement are set forth in the Agreement;
- (b) The duration of the Agreement is set forth in the Agreement;
- (c) The purposes, objectives, powers and scope of authority granted in the Agreement are as set forth in the WHEREAS clauses of this Ordinance and in the Agreement;
- (d) The manner and extent of financing the Agreement is through the membership fees set forth in Section 4 of the Agreement, among other things;
- (e) The corporate organizational structure of Western Berks Fire Department shall be comprised of a Board of Trustees and the members (i.e. volunteer and/or paid firefighters) in accordance with its bylaws as a Pennsylvania nonprofit corporation (the "Bylaws");
- (f) All property, real or personal, of Western Berks Fire Department shall be acquired, managed, licensed or disposed of in accordance with the terms of the Agreement and the Bylaws; and
- (g) Western Berks Fire Department is empowered to enter into contracts for policies of group insurance and employee benefits for its employees, if any, pursuant to the Agreement.

SECTION 7. REPEAL OF ORDINANCES. Any ordinance or part of ordinances conflicting with the provisions of this Ordinance are hereby repealed insofar as they are inconsistent with this Ordinance's provisions.

SECTION 8. SEVERABILITY. If any article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase or word in this Ordinance, is, for any reason declared to be illegal, unconstitutional or invalid, by any Court of competent jurisdiction, this decision shall not affect or impair the validity of the Ordinance as a whole, or any other article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase, word, or remaining portion of the within Ordinance. The Board of Supervisors of the Township of South Heidelberg, Pennsylvania, hereby declares that it would have adopted the within Ordinance and each article, section, subsection, provision, regulation, limitation, restriction, sentence, clause, phrase and word thereof, irrespective of the limitations, restrictions, sentences, clauses, phrases, or word that may be declared illegal, unconstitutional or invalid.

SECTION 9. EFFECTIVE DATE. This Ordinance shall become effective five (5) days from the date of enactment.

DULY ORDAINED and ENACTED as an Ordinance this 26<sup>th</sup> day of March, 2009.

TOWNSHIP OF SOUTH HEIDELBERG

Attest:

\_\_\_\_\_  
David A. Schaeffer, Chairman

\_\_\_\_\_  
Secretary (SEAL)

\_\_\_\_\_  
Dean M. Baim, Supervisor

\_\_\_\_\_  
Richard E. Hummel, Supervisor

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**WESTERN BERKS FIRE DEPARTMENT**  
**INTERMUNICIPAL AGREEMENT**

THIS AGREEMENT (the "Agreement") is made on the dates indicated below, by and among the following municipalities located in Berks County, Pennsylvania and existing by virtue of the various municipal laws of the Commonwealth of Pennsylvania (the "Agency Members") pursuant to the authority granted by the respective Ordinances:

Name and Address of Municipal Party	Date Agreement Signed	Ordinance No. and Date
Township of Lower Heidelberg 720 Brownsville Road Sinking Spring, Pennsylvania 19608	_____	_____
Borough of Sinking Spring 3940 Penn Avenue Sinking Spring, Pennsylvania 19608	_____	_____
Township of South Heidelberg 68A North Galen Hall Road Wernersville, Pennsylvania 19565	_____	_____
Borough of Wernersville 100 North Reber Street Wernersville, Pennsylvania 19565	_____	_____

For and in consideration of the mutual covenants and obligations contained herein and intending to be legally bound hereby, the Agency Members agree as follows:

1. **Formation of The Western Berks Fire Department.** The Agency Members hereby agree to the formation and establishment of a regional fire department named Western Berks Fire Department (the "Agency") as authorized by the Pennsylvania Intergovernmental Cooperation Act, Act 177 of December 19, 1996 (*53 Pa.C.S. § 2301 et seq.*) (the "Act") and the above-referenced ordinances of the Agency Members (the "Ordinances"), whereby the Agency shall have the powers and duties as provided in the Ordinances and this Agreement, consistent with the authority of the Act and other applicable laws. Each Agency Member agrees and pledges good faith cooperation in the exercise of the powers, duties and functions of the Agency to each other. The Agency shall be incorporated as a nonprofit corporation under the Pennsylvania Business Corporation Law, as amended (the "BCL").

2. **Purpose and Authority.** The purpose of this Agency is to carry out the powers and duties of the Agency Members to ensure that fire and related emergency services are provided within their respective municipalities by the means and to the extent determined by the respective municipalities, as set forth in Section 66553(a) of the Second Class Township Code



and Section 46202(82) of the Borough Code. In furtherance of this, the Agency Members are exercising their authority to enter into a contract with the proper authorities of nearby or adjacent cities, boroughs, or townships, for the purpose of the furnishing to and the receiving of mutual assistance in fire protection from such cities, boroughs, or townships, and to make appropriations therefor, as set forth in Section 66803(e) of the Second Class Township Code and Section 46202(35) of the Borough Code.

3. Membership. To become and remain an Agency Member, a municipality shall adopt and maintain in effect an ordinance authorizing Agency membership in the form of the Ordinances, properly authorize and execute this Agreement and comply with all requirements of the Ordinances, this Agreement and other properly adopted policies, including all financial requirements, as set forth in this Agreement. Additionally, the respective founding fire companies of each Agency Member shall join the Agency and contribute their assets, debts and liabilities to the Agency as set forth in the Bylaws. In the event that a founding fire company fails to join the Agency as set forth herein, then the membership of the respective Agency Member in the Agency shall be void.

4. Membership Fees.

A. All Agency Members shall pay an initial membership fee at the time of execution of this Agreement in the respective amount for each Agency Member in accordance with its proportionate share of the tax base of the region served by the Agency ("Proportionate Share"), as set forth in Exhibit "A" attached hereto and incorporated herein by reference, less a credit for each Agency Member in the amount of Six Thousand Five Hundred Dollars (\$6,500.00). Thereafter, all Agency Members shall pay an annual membership fee per calendar year commencing with calendar year 2010 in the respective amount for each Agency Member in accordance with its Proportionate Share for that calendar year, as determined by the Board (as defined below), with the amount of said fee being provided by the Board to the Agency Members together with the Agency's budget in accordance with Section 7(D) below. The initial membership fee and annual membership fees for each calendar year shall be payable on a quarterly basis by March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> of each calendar year.

B. In the event that an Agency Member shall fail to timely pay the membership fees as set forth in Section 4(A) above more than fifteen (15) days after the same shall have been due, the Agency Member shall be in default of this Agreement ("Event of Default"). Upon the occurrence of an Event of Default and so long as such Event of Default shall continue unwaived by the Agency, interest shall accrue in an amount equal to twelve percent (12%) per annum until repayment of the entire balance of the membership fee. Additionally, the Agency may commence an action at law or equity in order to collect the outstanding membership fees due plus interest, costs of suit and reasonable attorneys' fees. If an Event of Default shall remain uncured by the Agency Member for a consecutive period of thirty (30) days, such Event of Default shall result in grounds for termination of membership of the Agency Member in the Agency upon a unanimous vote to terminate such membership by the non-defaulting Agency Members. The remedies of the Agency shall be cumulative and concurrent, and may be pursued singly, successively, or together at its sole discretion, and may be exercised as often as the occasion therefor shall occur; and failure to exercise any such right or remedy shall in no event

be construed as a waiver or release thereof.

5. Effective Date; Term and Termination. This Agreement shall be effective as of July 1, 2009 and shall continue in full force and effect in perpetuity unless otherwise dissolved by the Agency Members pursuant to the Agency's bylaws (the "Bylaws") and the BCL. An Agency Member wishing to withdraw from the Agency and terminate its membership and participation in the Agency shall send a letter of intent at least ninety (90) days prior to its projected date of withdrawal to the Agency. Upon termination from the Agency, either through written notice as set forth above or as a result of the breach of this Agreement by an Agency Member as set forth in Section 4(B) above, the rights, responsibilities and duties of the terminated Agency Member with respect to the Agency, as well as to any services of the Agency, shall immediately cease and the return of property, if any, shall be as set forth in the Bylaws.

6. Organization.

A. Governance. The Agency shall be governed by a Board of Trustees (the "Board") and the members (i.e. volunteer and/or paid firefighters) of the Agency (the "Members") in accordance with the Bylaws.

B. Duties and Responsibilities. The Board and the Members shall carry out the business of the Agency and perform the necessary functions and exercise the stated powers of the Agency to meet the objectives of the Agency consistent with governing laws, the Ordinances and this Agreement. The Board and the Members shall establish rules, regulations, policies and procedures from time to time to govern the Agency's activities and the duties of the Agency in accordance with the Bylaws.

C. Bylaws. A true and correct copy of the Bylaws is attached hereto as Exhibit "B" and incorporated herein by reference. By executing this Agreement, the Agency Members ratify and adopt the Bylaws as presented to govern the Agency. The Board shall also adopt the Bylaws in accordance with the BCL.

7. Budget and Finance.

A. Purchases and Contracts. The Agency may acquire equipment, goods and services as it may determine are necessary and appropriate for the functions to be carried out by the Agency under and subject to the Bylaws and in compliance with the requirements of Section 2308 of the Act.

B. Audit. The Agency shall be audited annually by a certified public accounting firm selected by the Board.

C. Fiscal Year. The fiscal year of the Agency shall be January 1 to December 31.

D. Budget. The Board shall, on or before October 31 of each year, prepare and deliver to each Agency Member a proposed budget for Agency operations for the next calendar year in order that each Agency Member may budget and appropriate amounts necessary



for Agency business.

8. Insurance, Waiver and Indemnity. The Agency shall obtain appropriate policies of insurance providing coverage for the activities of the Agency, the Board and the Members under this Agreement. Such policies shall contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each Agency Member as to any and all causes of action or claims that may arise out of the activities of the Agency hereunder, provided that coverage containing such waiver of subrogation remains available. Each Agency Member hereby waives any and all claims against all other Agency Members and against the Agency, the Board and the Members, which may arise out of the activities of the Agency while rendering services under this Agreement. For purposes of liability not covered by insurance protection, involving actions arising out of this Agreement, all Agency Members shall be proportionately liable for judgments rendered against any Agency Member in connection with services rendered to pursuant to this Agreement. The proportion of liability shall be equally divided among all Agency Members at the time that the services in question were rendered. The Agency Members hereby agree to indemnify and hold harmless all other Agency Members from any and all claims by third parties, suits, damages and losses, including costs and expenses and attorney fees incident to or rendering from any injury to any person or any damage to any property which may arise out of the rendering of services pursuant to this Agreement by the implicated Agency Member(s).

9. Debt Indemnification. Upon the formation and establishment of the Agency, the Agency Members shall assign, convey and set over to the Agency and the Agency agrees to assume all rights, responsibility and liability related to all of the debt of the Agency Members incurred by such Agency Members for the purpose of fire equipment acquisition and other fire prevention related purpose (collectively, the "Assumed Debt"). The Agency hereby agrees to indemnify, defend and hold harmless the respective Agency Members, their governing bodies, officers, agents, employees and representatives from and against any claim, action, suit, loss, damage, liability, deficiency, fine, penalty, cost, interest charge or expense (including reasonable attorneys' fees and court costs) arising out of, or in connection with, any Assumed Debt.

10. Immunity. The services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Agency Members within their respective municipal boundaries shall extend to their participation in services outside their respective boundaries and within the geographical area served by the Agency.

11. Invalidity. The invalidity, illegality or unconstitutionality of any portion of this Agreement shall not impair or affect the invalidity of this Agreement as a whole or any other part thereof.

12. Successors. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

13. Counterparts. This Agreement may be signed in counterparts or any number of duplicate originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates first above written.

**BOARD OF SUPERVISORS OF THE  
TOWNSHIP OF LOWER HEIDELBERG**

Attest:

\_\_\_\_\_(SEAL)  
Secretary

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor

**BOROUGH OF SINKING SPRING**

\_\_\_\_\_(SEAL)  
Secretary

By: \_\_\_\_\_  
President

Approved as an Ordinance of the Borough of Sinking Spring this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

**BOARD OF SUPERVISORS OF THE  
TOWNSHIP OF SOUTH HEIDELBERG**

Attest:

\_\_\_\_\_(SEAL)  
Secretary

\_\_\_\_\_  
Chairman  
\_\_\_\_\_  
Supervisor  
\_\_\_\_\_  
Supervisor

BOROUGH OF WERNERSVILLE

\_\_\_\_\_(SEAL)  
Secretary

By: \_\_\_\_\_  
President

Approved as an Ordinance of the Borough of Wernersville this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

## Planning

A Community Fire Protection Planning Program should be completed by parties as directed by the municipality. As part of the planning, a Community Risk Analysis should also be conducted.

**The plans should have the following ranges.**

<b>Short Term:</b>	<b>1 to 3 years</b>
<b>Mid Term:</b>	<b>3 to 5 years</b>
<b>Long Range:</b>	<b>5 to 10 years</b>

The planning process should allow the flexibility to amend and change the plans at each range based upon contingencies and realities. The plan must project the service needs in all phases of planning based upon changes in social conditions, demographics, and planning. These can and will impact the delivery of fire protection. Professional planning, or lack thereof, will determine if the impact is a positive one or a negative one.

The goal would be to develop a planning procedure regarding the fire service's needs. The report should consider past demands for services, proposed development, and demographic changes that may impact existing service delivery capabilities and the ability to provide for projected future service needs. Citizen participation and local community organizations should also be encouraged to join in this process. This method will allow for collective and comprehensive local and regional emergency services planning.



## General Items

- Review the Pennsylvania Borough Code, to see if there are any items not address currently. Several recommendations contained in this report, if accepted, must be reviewed by the municipality in the context of these codes. Any additions to any service agreements, mutual aid agreements or the municipal codes themselves should be adopted by municipal ordinances and/or resolutions.
  
- Review the following:
  - ❖ Pennsylvania Senate Resolution 60 report.
  - ❖ Pennsylvania House Resolution 148 report.
  
- Review reports from the International Association of Fire Chiefs:
  - ❖ Red Ribbon Report, "Lighting the Path of Evolution, Leading the Transition in Volunteer and Combination Fire Department."
  - ❖ Blue Ribbon Report, "Preserving and Improving the Future of the Volunteer Fire Service."
  - ❖ White Ribbon Report, "Keeping the lights on, and the trucks running and the volunteers responding."

## Conclusion

Fire Protection is a community asset. West Conshohocken sees the intrinsic value of this service. The analysis, conclusions, and recommendations contained in this report offers the West Conshohocken an opportunity to build upon the legacy of the fire protection while striving to improve it for the future.