

FIRE OPERATIONAL ANALYSIS

WEST MIDDLESEX BOROUGH AND SHENANGO TOWNSHIP, MERCER COUNTY

MARCH 2022

**Governor's Center for
Local Government Services**

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1. Executive Summary

In 2021, the Pennsylvania Department of Community & Economic Development (DCED) began a project to assess the fire services for West Middlesex Borough and Shenango Township, Mercer County as requested by these municipalities. This report is an analysis of operations, organizational management, equipment and facilities of the West Middlesex Fire Company and the Shenango Fire Company.

West Middlesex and Shenango Fire Companies have a history of cooperation using automatic aid for fire and rescue responses. As noted on the Shenango Webpage: *In 1917, the West Middlesex and Shenango Fire Companies signed a mutual aid agreement, whereby both companies would respond to all but the most minor fires in both their communities.* Medic 355 operated by the West Middlesex Fire Company is the EMS provider for West Middlesex Borough and Shenango Township. Station 8 and Station 11 are simultaneously dispatched for the majority of fire calls in each other's response area.

As of the compilation of this document, the fire companies, and by extension, the municipalities have a symbiotic relationship regarding Fire/EMS Services. To continue to operate separate and distinct, services do not reflect the reality of the situation.

2. 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 fire protection is being delivered in a competent, prompt, professional manner with the needed resources, operational efficiencies, and management and that citizens expectations are met.

This assessment is intended to provide the municipalities with an overview of fire protection to ensure that they can evaluate these findings to effectively and efficiently provide services to the residents of both municipalities.

3. Methodology Used in the Study

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

- Meetings with the Municipal Officials of West Middlesex Borough and Shenango Township.
- 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.

4. Overview

The municipalities and the fire companies have several in depth issues that need to be addressed:

- Daytime Staffing.
- Recruitment and Retention of members.
- Lack and Depth of Leadership, administratively and operationally.
- There is no formal Fire Services Agreement between the municipalities and the fire companies that establishes the responsibilities for each party.
- Lack of Strategic Planning in all areas.
- Facilities.
- Duplication of common fire protection services and equipment.

5. Recommendations

Throughout this report DCED provides evaluation and analysis of the organization, finances, and services provided by the study participants, where appropriate, makes recommendations for improvements. Major Recommendations are listed below

Major Recommendations	
	West Middlesex Borough and Shenango Twp. shall direct a Consolidation of the West Middlesex Fire Company and Shenango Fire Company, in a cooperative manner with each, to create a new Fire Company.
	Operate the new Fire Company out of the existing Fire Stations for the short term. Construct a new single fire station at either of the two locations noted.
	The Municipalities should review all the recommendations for operational improvements in this document and the potential investment needed to provide Fire Protection in the future. Accordingly, each should consider implementing a specific Fire Protection Tax as permitted by the Pennsylvania Borough Code and Pennsylvania Second Class Twp. Code.
	Consult the Intergovernmental Cooperation Handbook published by the Pennsylvania Department of Community & Economic Development regarding sharing of Fire Services.

Introduction

The municipalities of West Middlesex Borough and Shenango Township requested a survey of the Fire Department in 2021.

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

- Meetings with the Municipal Officials of West Middlesex Borough and Shenango Township.
- 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 Middlesex and Shenango.
- Promulgation of general questionnaires. This was based on the scope of services that was requested by the West Middlesex and Shenango from the Center for Local Government Services (CLGS). It was then distributed to the parties providing Fire Protection to the Township. The documents were returned and used to gain further insight to the services provided.

Basis of Analysis

The underlying basis of this analysis is the current composition of Municipal Fire Protection, which is two separate municipalities, protected by two individual, contracted Fire Service Providers and the opportunities to improve the delivery of Fire Protection through an objective analysis.

The fire companies have formulated and operated a Merger/Consolidation Committee of their own volition and have been meeting on a regular basis.

Municipal Overview

West Middlesex Borough, Mercer County, PA

West Middlesex is a Borough in Mercer County, Pennsylvania, United States. According to the United States Census Bureau, the borough has a total area of 0.9 square miles (4.9 km²), none of which is covered with water. As of the census estimate of 2019, there were 803 people, 368 households, and 244 families residing in the borough. The racial makeup of the borough was 96.9% White, 1.2% African American, 0.3% Asian, 0.6% from other races, and 1.0% from two or more races. Hispanic or Latino of any race were 0.3% of the population. There were 391 housing units and 368 households.

Adjacent Municipalities

West Middlesex is totally surrounded by Shenango Township.

Community Profile

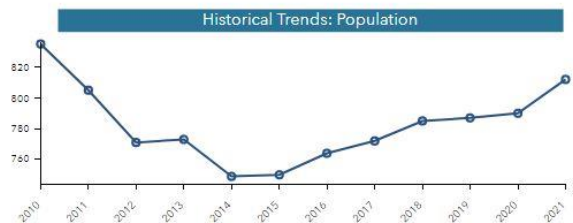


POPULATION TRENDS AND KEY INDICATORS

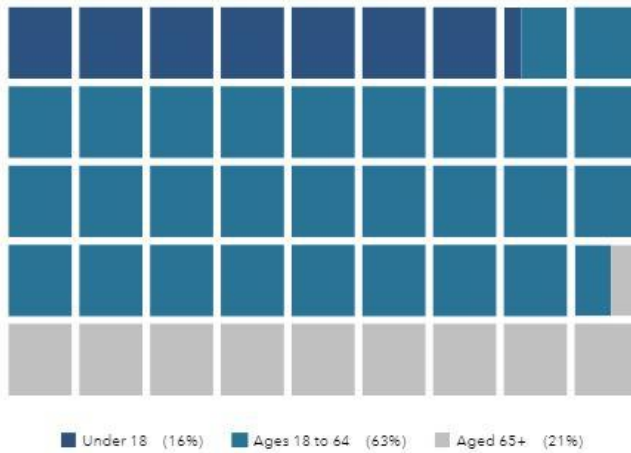
West Middlesex Borough, PA

812	354	2.29	46.8	\$51,569	\$121,186	57	213	9
Population	Households	Avg Size Household	Median Age	Median Household Income	Median Home Value	Wealth Index	Housing Affordability	Diversity Index

MORTGAGE INDICATORS

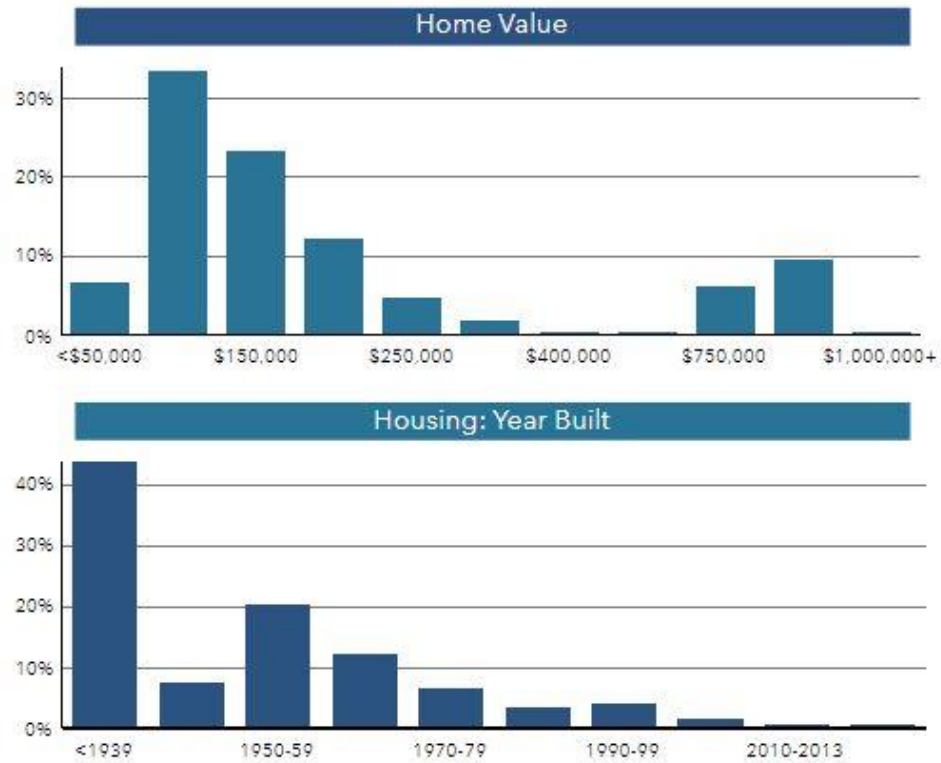


POPULATION BY AGE



POPULATION BY GENERATION





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.



Shenango Township, Mercer County, PA

Shenango Township is a township in Mercer County, Pennsylvania, United States. The population was 3,929 at the 2010 census. According to the United States Census Bureau, the township has a total area of 29.9 square miles (77.5 km²), of which, 29.9 square miles (77.4 km²) of it is land and 0.1 square miles (0.1 km²) of it (0.17%) is water.

Adjacent Municipalities

Shenango is surrounded by the City of Hermitage and Wheatland Borough to the North. Lackawannock and Wilmington Townships to the East.. Pulaski Township, Lawrence County to the South. Mahoning and Trumbull Counties in the State of Ohio to the West. It totally surrounds West Middlesex Borough.

Community Profile



POPULATION TRENDS AND KEY INDICATORS

Shenango township, PA

3,525	1,485	2.37	49.1	\$61,016	\$158,944	73	192	9
Population	Households	Avg Size Household	Median Age	Median Household Income	Median Home Value	Wealth Index	Housing Affordability	Diversity Index

MORTGAGE INDICATORS



\$8,992

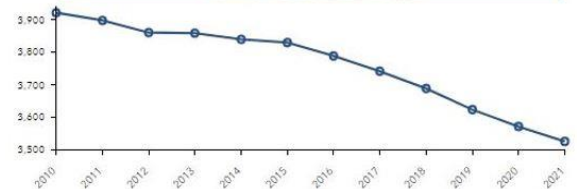
Avg Spent on Mortgage & Basics



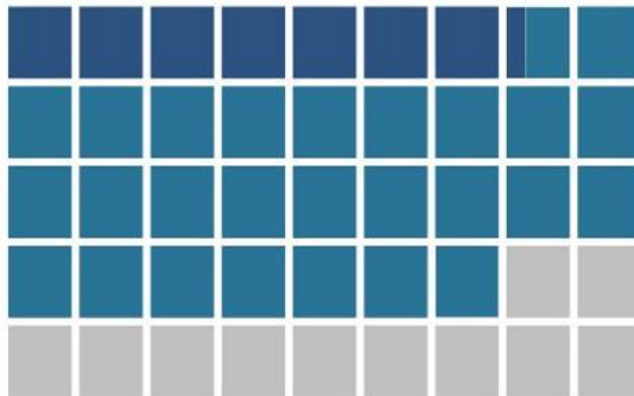
11.0%

Percent of Income for Mortgage

Historical Trends: Population

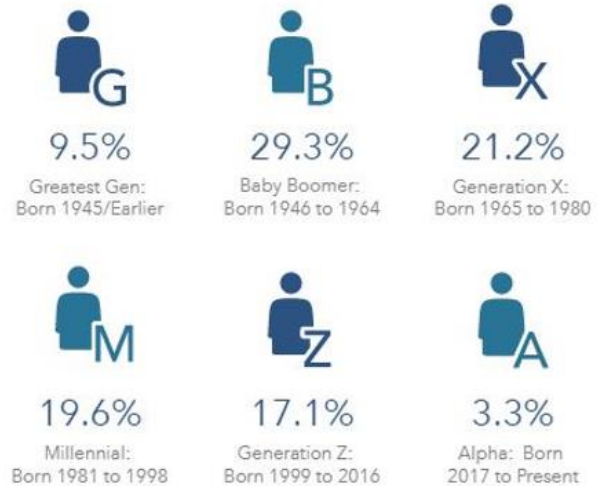


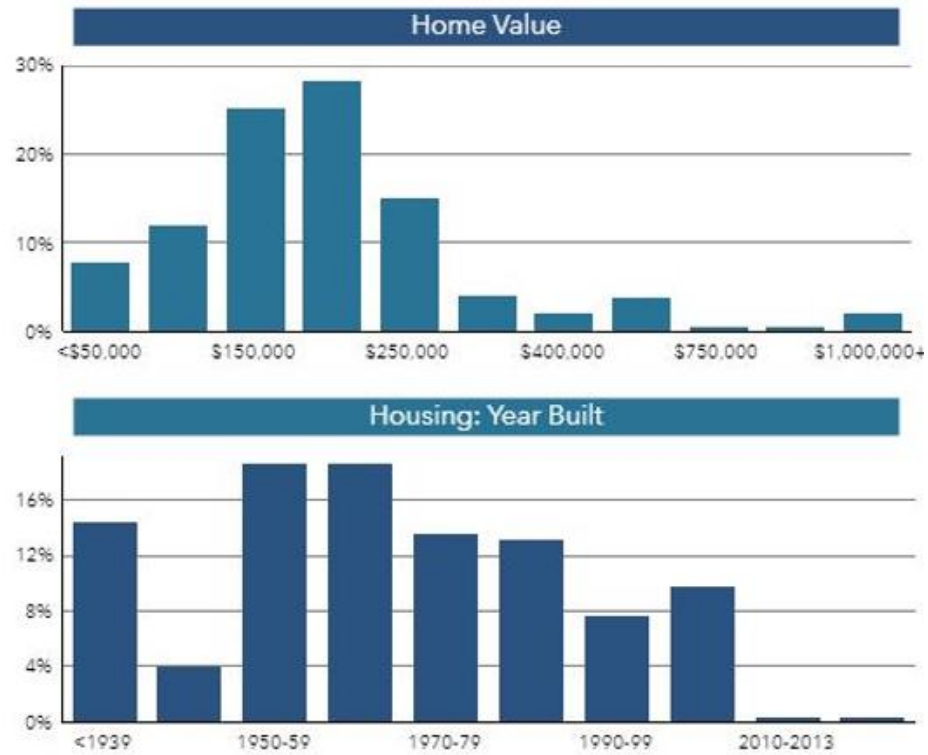
POPULATION BY AGE



■ Under 18 (16%) ■ Ages 18 to 64 (59%) ■ Aged 65+ (24%)

POPULATION BY GENERATION





PA Second Class Twp. Code: Corporate Powers – Fire Protection

ARTICLE XVIII FIRE PREVENTION AND PROTECTION

Section 1801. Authority of Board of Supervisors.--The board of supervisors may provide for fire protection within the township.

Section 1802. Fire Hydrants and Water Supply.--(a) The board of supervisors may place, replace, operate, maintain and repair or contract with water companies or municipal authorities for the placing, replacing, operating, maintaining and repairing of fire hydrants to water mains, maintaining pressures approved by fire insurance underwriters along highways, streets, roads and alleys within the township or provide for or acquire a water supply system equipped to supply sufficient water for the protection of property from fire. The moneys necessary for providing or acquiring these fire protection services may be obtained by one of the following methods:

(1) The board of supervisors may annually assess the cost of fire protection by an equal assessment upon all property, whether or not exempt from taxation by existing law, within seven hundred and eighty feet of any fire hydrant based upon the assessment of property for county tax purposes.

(2) The board of supervisors may annually assess the cost of fire protection by an equal assessment on all property, whether or not exempt from taxation under existing law, abutting upon highways, streets, roads and alleys within seven hundred and eighty feet of any fire hydrant in proportion to the number of feet the property abuts any water main or within seven hundred and eighty feet of any fire hydrant on the water main. The board of supervisors may provide for an equitable reduction from the frontage of lots at intersections or where, due to the irregular shape of lots, an assessment of the full frontage would be inequitable.

(3) The board of supervisors may pay the cost for fire protection out of the general township fund. If the board of supervisors elects to pay the cost of fire protection services out of the general fund, any special fire protection districts and annual assessments shall be abolished. All moneys in the separate accounts for the special fire protection districts shall be paid into the general fund.

(b) When assessments are made under this section, no assessment shall be made against any farmland or an airport which is privately owned and which is not open nor intended to be open to the public; but vacant lots between built-up sections, either tilled or not tilled, are not farmland.

(c) All assessments for fire protection shall be collected by the tax collector under section 3301(a).

(d) The assessment may be billed on the annual real estate tax bill for township purposes if authorized by the board of supervisors.

Section 1803. Fire Companies, Facilities and Training.--

(a) The board of supervisors may appropriate moneys for the use of the township or to fire companies located in the township for the operation and maintenance of fire companies, for the purchase and maintenance of fire apparatus, for the construction, repair and maintenance of fire company houses, for training of fire company personnel and, as set forth in this section, for fire training schools or centers in order to secure fire protection for the inhabitants of the township. The fire companies shall submit to the board of supervisors an annual report of the use of the appropriated moneys for each completed year of the township before any further payments may be made to the fire companies for the current year.

(b) The board of supervisors may by ordinance make rules and regulations for the government of fire companies which are located within the township and their officers.

(c) The board of supervisors may contract with or make grants to near or adjacent municipal corporations or volunteer fire companies therein for fire protection in the township.

(d) No volunteer fire company not in existence in the township before the effective date of this act may organize or operate unless the establishment or organization is approved by resolution of the board of supervisors.

(e) The board of supervisors may annually appropriate funds to fire companies located within the township for the training of its personnel and to lawfully organized or incorporated county or regional firemen's associations or an entity created pursuant to the act of July 12, 1972 (P.L.762, No.180), referred to as the Intergovernmental Cooperation Law, to establish, equip, maintain and operate fire training schools or centers for the purpose of giving instruction and practical training in the prevention, control and fighting of fire and related fire department emergencies to the members of fire departments and volunteer fire companies in any city, borough, town or township within this Commonwealth.

Fire Protection Funding

This presents the funding by each municipality in terms of the tax structure and budget.

West Middlesex Borough: West Middlesex Borough does not assess a Fire Tax. Fire Protection/EMS is funded from the General Fund with the Real Estate Tax Millage Rate under the Pennsylvania Borough Code.

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).

Shenango Township: Shenango assesses taxes to fund Fire Protection/EMS with Tax Millage Rates under the Pennsylvania Second Class Township Code.

"SECOND CLASS TOWNSHIP CODE, THE"

Act of May 1, 1933, P.L. 103, No. 69

CL. 73

(Reenacted and amended Nov. 9, 1995, P.L.350, No.60)

ARTICLE XVIII
FIRE PREVENTION AND PROTECTION

Section 1801. Authority of Board of Supervisors.--The board of supervisors may provide for fire protection within the township.

Section 1803. Fire Companies, Facilities and Training.--

(a) The board of supervisors may appropriate moneys for the use of the township or to fire companies located in the township for the operation and maintenance of fire companies, for the purchase and maintenance of fire apparatus, for the construction, repair and maintenance of fire company houses, for training of fire company personnel and, as set forth in this section, for fire training schools or centers in order to secure fire protection for the inhabitants of the township. The fire companies shall submit to the board of supervisors an annual report of the use of the appropriated moneys for each completed year of the township before any further payments may be made to the fire companies for the current year.

(b) The board of supervisors may by ordinance make rules and regulations for the government of fire companies which are located within the township and their officers.

(c) The board of supervisors may contract with or make grants to near or adjacent municipal corporations or volunteer fire companies therein for fire protection in the township.

(d) No volunteer fire company not in existence in the township before the effective date of this act may organize or operate unless the establishment or organization is approved by resolution of the board of supervisors.

(e) The board of supervisors may annually appropriate funds to fire companies located within the township for the training of its personnel and to lawfully organized or incorporated county or regional firemen's associations or an entity created pursuant to the act of July 12, 1972 (P.L.762, No.180), referred to as the Intergovernmental Cooperation Law, to establish, equip, maintain and operate fire training schools or centers for the purpose of giving instruction and practical training in the prevention, control and fighting of fire and related fire department emergencies to the members of fire departments and volunteer fire companies in any city, borough, town or township within this Commonwealth.

(1803 amended Dec. 18, 1996, P.L.1154, No.175)

ARTICLE XXXII
TAXATION AND FINANCE

(4) An annual tax not exceeding three mills to purchase and maintain fire apparatus and a suitable place to house fire apparatus, to make appropriations to fire companies located inside and outside the township, to make appropriations for the training of fire company personnel and for fire training schools or centers and to contract with adjacent municipal corporations or volunteer fire companies therein for fire protection.

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

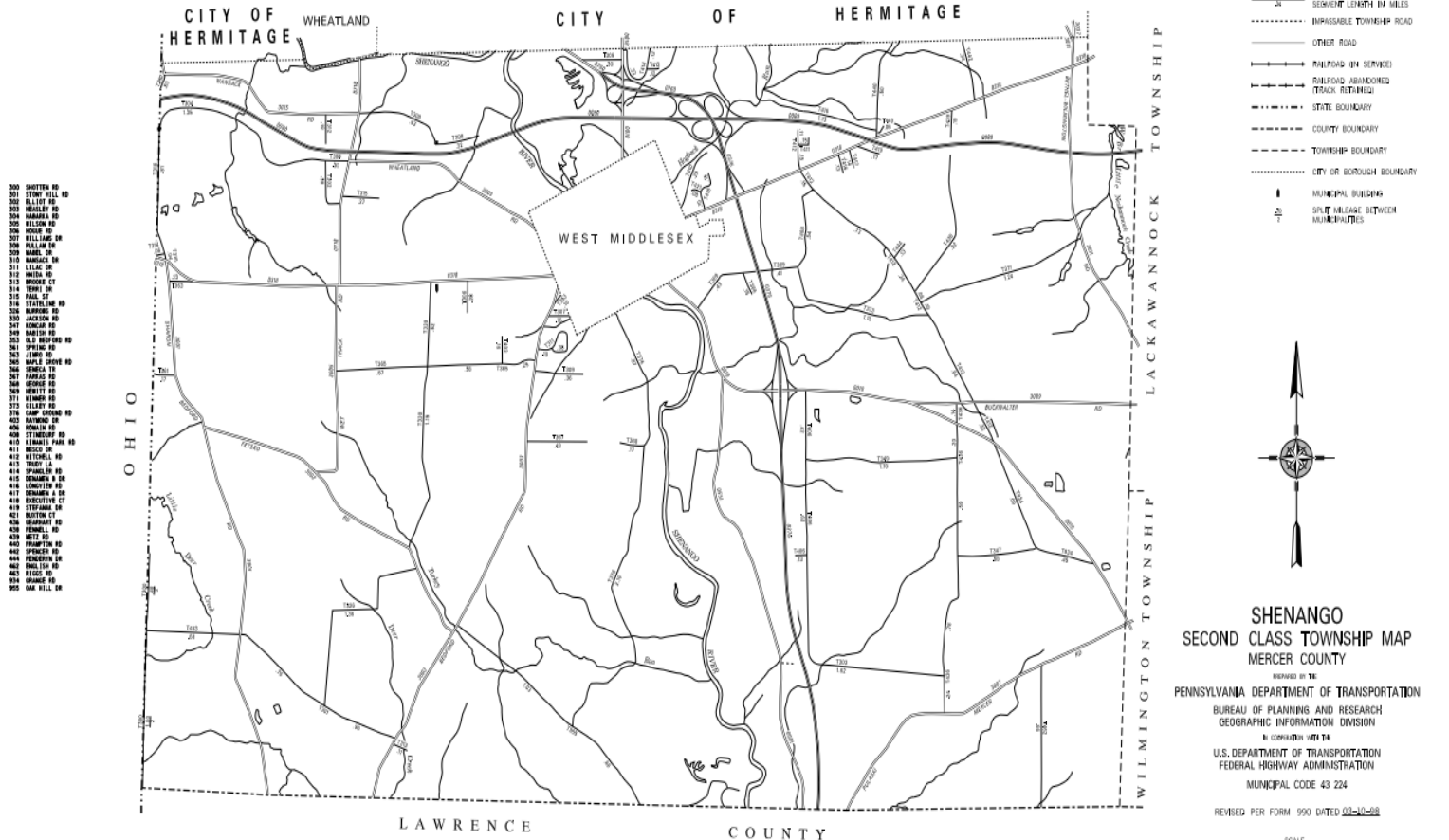
(ii) If an annual tax is proposed to be set at a level higher than three mills, the question shall be submitted to the voters of the township.

Recommendation: *West Middlesex Borough should review the recommendations in this document and the potential investment needed to provide Fire Protection in the future. Accordingly, West Middlesex Borough should consider implementing a specific Fire Protection Tax as permitted by the Pennsylvania Borough Code.*

Recommendation: *Shenango Township should review the recommendations in this document and the potential investment needed to provide Fire Protection in the future. Shenango Township, which is already at the 3 mills maximum should consider, if necessary, increasing the Fire Tax by referendum as permitted by the Pennsylvania Second Class Township Code.*

TOTAL MILES
Township Road System 39.63^{*}
State Highway System 46.91
Total 86.54

* Includes ACT 32 Turnback Mileage of 0.63



(RECREATED BY RPL V2-27-00) (REVISED 03-08-00)

Fire Companies' Overview

West Middlesex Fire Company

Station 74 is located at 25 North Street, West Middlesex, PA

Membership Station 74:

- Active - 19
- Life - 4
- Honorary - 0
- Retired - 0
- Social - 16
- Reserve - 1
- Junior - 2
- Cadet Members - 2

Shenango Fire Company

Station 79 operates 2 Stations. 3439 Hubbard Middlesex Rd, West Middlesex, PA 16159
Mitchel Road, West Middlesex, PA 16159

Membership Station 79:

- Active - 37
- Veteran - 1
- Social – 6

The primary goals of the Fire Department are to:

- Reduce and prevent the loss of life and property damage
- Improve the quality of life for residents by providing public education and ongoing training for residents and firefighters.

ISO Rating

West Middlesex Borough: 5

Shenango Township: 4

Evaluation of Fire Services

Local governments and emergency services organizations have used cooperative partnerships to improve service delivery by better coordinating resources. West Middlesex and Shenango Fire Companies have a history of cooperation using automatic aid for fire and rescue responses.

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 Middlesex and Shenango Township in Mercer County Pennsylvania and provide suggestions to help create a new cooperative partnership.

C. Introduction to Cooperation

Why should organizations cooperate?

It is important to understand interdependence in today's fire and emergency services. Our communities blend together 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. 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 Middlesex Borough and Shenango Township

West Middlesex and Shenango are in Mercer County.

West Middlesex operates under the Commonwealth of Pennsylvania Borough Code.

There are seven (7) council members and a Mayor. A Borough Manager handles the day to day operations.

Shenango is classified as, and operates under the Commonwealth of Pennsylvania Second Class Township Code. The Governing Body is the Board of Supervisors. The Board is comprised of five members elected at large in the Township. They are elected for a six (6) year term. The Board of Supervisors are responsible for policy decisions, goals and objectives for the Executive, Administrative, and Advisory functions, and the annual budget.

As the governing body for all municipal matters, the Board is the principal taxing body, directs the maintenance of law and order, and is responsible for the general health, safety and welfare of township residents.

E. Contemporary Analysis.

Internal self-analysis by the fire companies have identified needs, strengths and weaknesses.

Station 74 – West Middlesex Fire Company

The top three needs facing the department include:

1. Additional volunteers
2. More empowered/ambitious volunteers
3. To maintain the excellent relationship that we have always had with our Borough Council Government. Currently there are Councilmembers who have a completely bias, uneducated, and adversarial vision towards the Volunteer Fire Department as a whole because of personality disputes.

The top three strengths include:

1. The absolute dedication of the membership towards serving West Middlesex and its residents.
2. Highly trained and equipped Fire Department in relation to our Peers, which results in very capable response times.
3. The members are all like a large family and the overall trust between the members is a major strength for our Department.

The top three weaknesses include:

1. Membership numbers and occasional limited availability during overlapping hours.
2. Having a complete lack of leadership on Borough Council has truly been a weakness for our Fire Department recently as the “political” fighting between Borough Councilmembers has been a major distraction for all Borough residents and also the Volunteer Fire Department. In our view, Volunteer Fire Fighters want absolutely nothing to do with the politics at the city level and should not be dragged into it from Government Officials which causes additional animosity.
3. Keeping up to date with the new Laws and Regulations overseeing Volunteer Fire Departments is becoming more difficult. The State continue to ask more and more of their Volunteers that it gets difficult to attract new people.

Station 79 – Shenango Fire Company

The top three needs facing the department include:

1. New station
2. More funding
3. More volunteers

The top three strengths include:

1. Training
2. Communications
3. Average 7 Volunteers per call

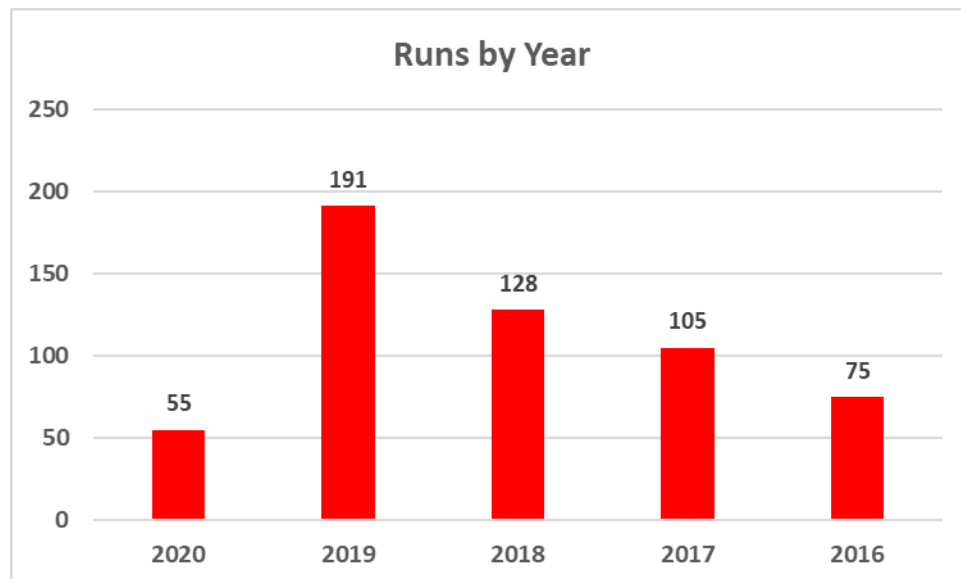
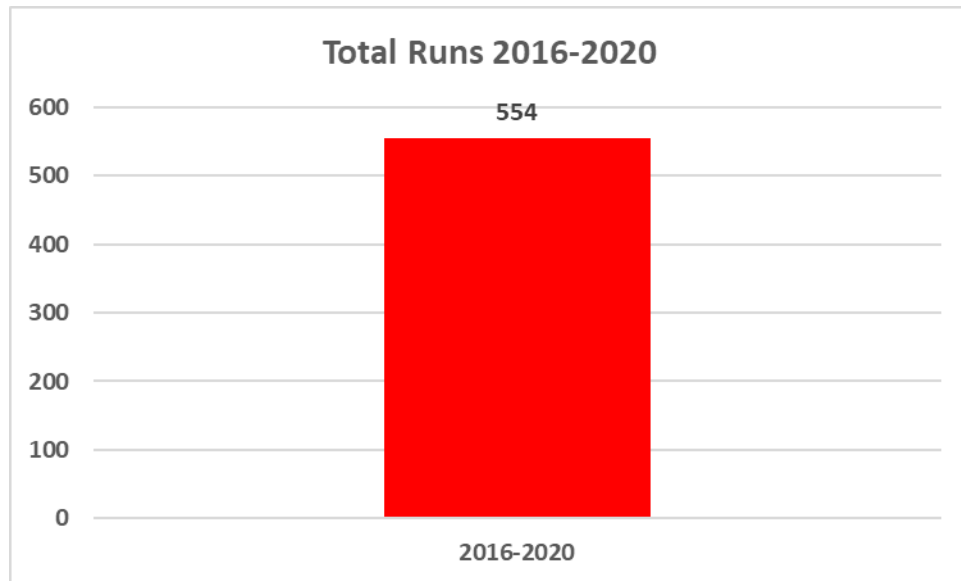
The top three weaknesses include:

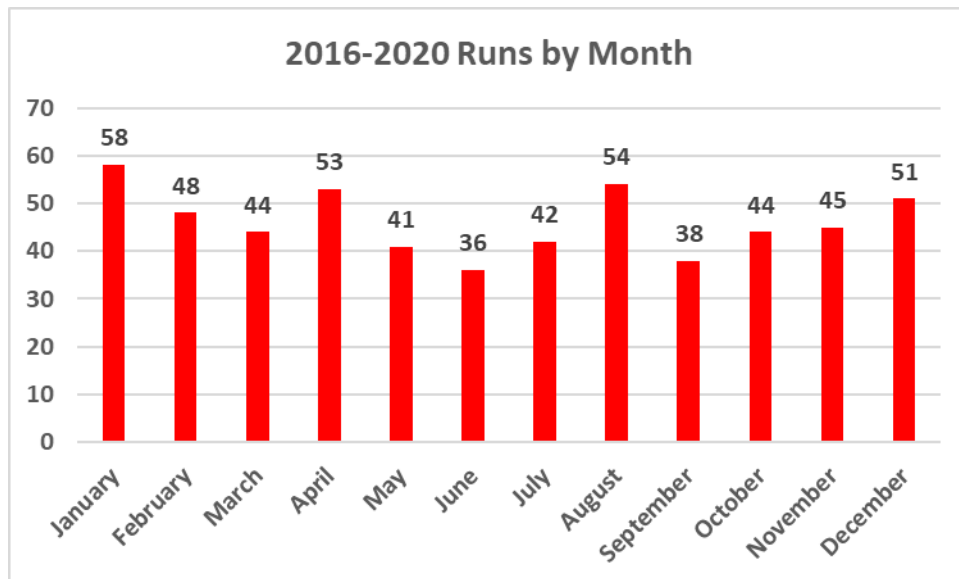
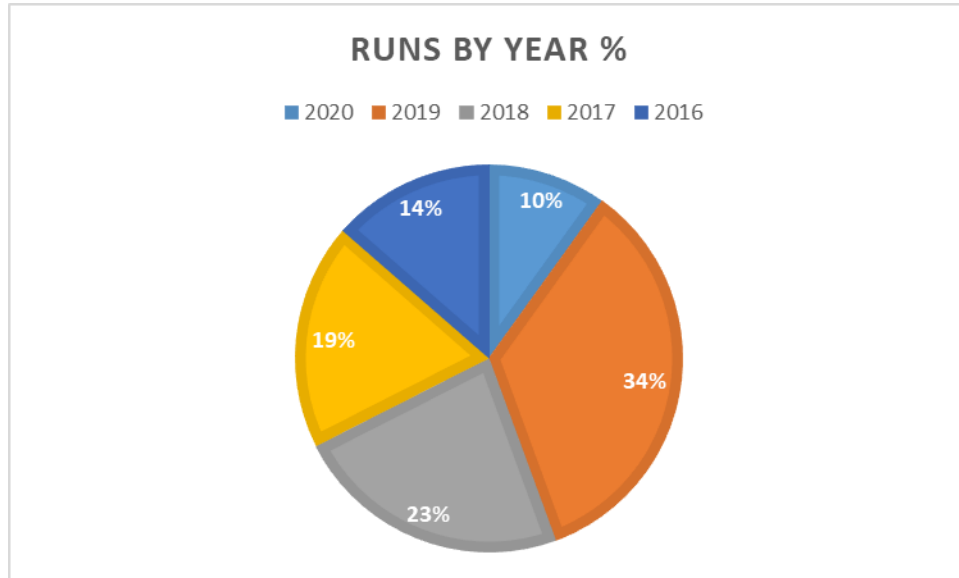
1. Multiple fire stations
2. Keeping volunteers equipped
3. Radio communications

Fire Companies' Run Data

Station 74 Run Data

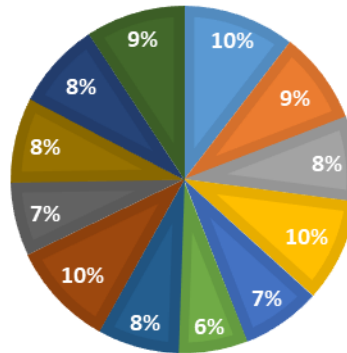
***All data provided by Station 74. There is a 102 Run total discrepancy in certain data sets**



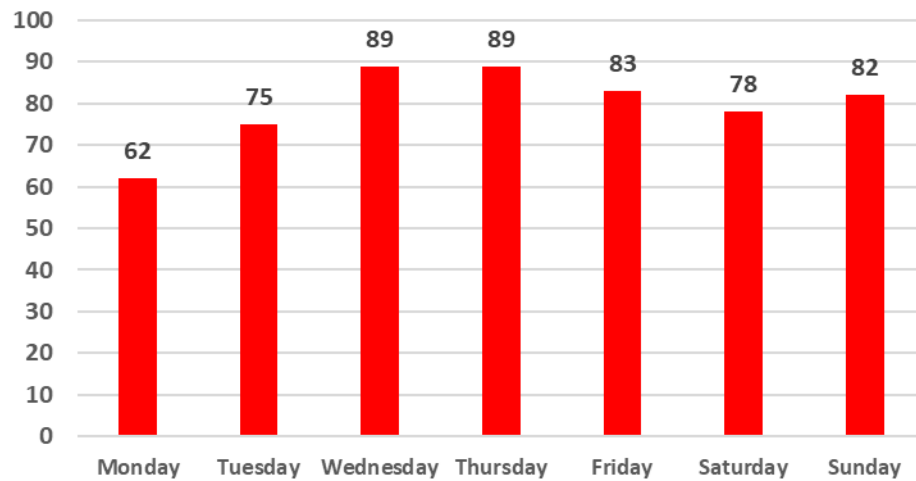


2016-2020 RUNS BY MONTH %

■ January ■ February ■ March ■ April ■ May ■ June
 ■ July ■ August ■ September ■ October ■ November ■ December

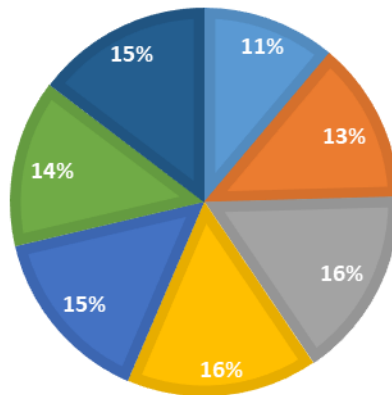


2016-2020 Runs by Day



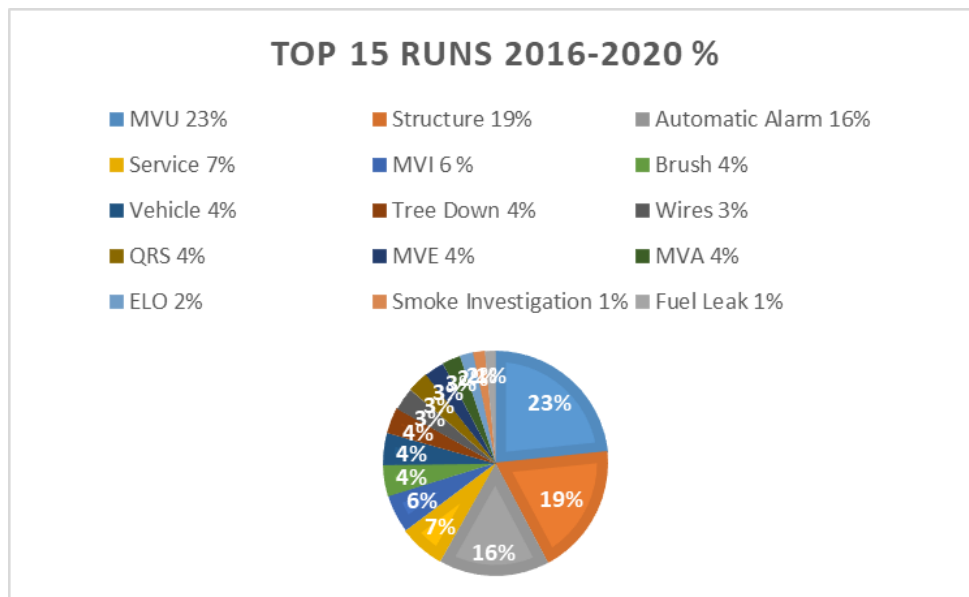
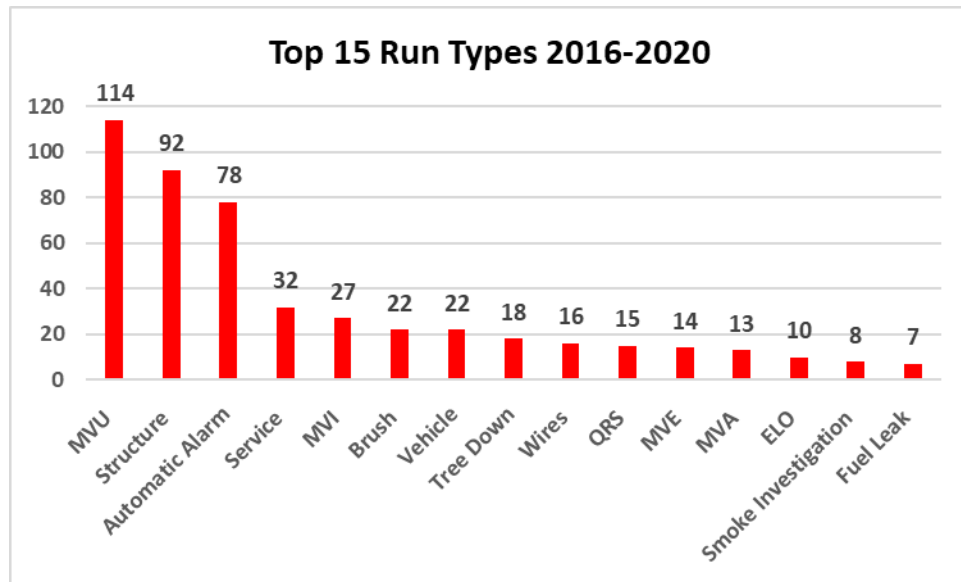
2016-2020 RUNS BY DAY %

Monday Tuesday Wednesday Thursday Friday Saturday Sunday



Hour Range	Responses
00:00 - 00:59	22
01:00 - 01:59	13
02:00 - 02:59	16
03:00 - 03:59	7
04:00 - 04:59	6
05:00 - 05:59	11
06:00 - 06:59	11
07:00 - 07:59	20
08:00 - 08:59	25
09:00 - 09:59	27
10:00 - 10:59	22
11:00 - 11:59	23
12:00 - 12:59	32
13:00 - 13:59	27
14:00 - 14:59	35
15:00 - 15:59	46
16:00 - 16:59	40
17:00 - 17:59	51
18:00 - 18:59	60
19:00 - 19:59	49
20:00 - 20:59	49
21:00 - 21:59	21
22:00 - 22:59	29
23:00 - 23:59	14

Total: 656



Station 79 Run Data



ShenangoTwpVolunteerFireDepartmentPA

NFIRS Data Summary for
January 01 2020, through December 31 2021

Number of incidents: 245

Average Response Time: 02:23:43

Average Incident Duration: 02:58:19

Average Number Of Responders Per Incident: 3

Average Number Of Apparatus Per Incident: 2

Number of Fire incidents: 171

Average Fire Response Time: 03:21:34

Average Fire Incident Duration: 04:00:31

Average Fire Number Of Responders Per Incident: 3

Average Fire Number Of Apparatus Per Incident: 2

**In the incident reports within the date range of this report, 0 of the 245 incident reports did not specify whether the incident was a fire incident or a rescue/EMS incident because that data entry option did not exist when those reports were entered.*

Number of Rescue/EMS incidents: 74

Average Rescue/EMS Response Time: 00:10:01

Average Rescue/EMS Incident Duration: 00:34:37

Average Rescue/EMS Number Of Responders Per Incident: 1

Average Rescue/EMS Number Of Apparatus Per Incident: 1

**In the incident reports within the date range of this report, 0 of the 245 incident reports did not specify whether the incident was a fire incident or a rescue/EMS incident because that data entry option did not exist when those reports were entered.*

Top 20 Incident Types

Incident Type	Number of Incidents	Average Response Time	Average Number of Responders	Average Number of Apparatus	Average Incident Duration
320 Emergency medical service incident, other.	103	00:09:33	1	1	00:34:32
111 Building fire.	18	00:11:26	5	3	01:48:26
324 Motor vehicle accident with no injuries.	17	00:06:17	3	2	00:35:42
322 Motor vehicle accident with injuries.	15	00:09:24	6	3	00:55:08
553 Public service.	15	12:52:36	1	2	13:17:15
444 Power line down.	8	00:11:45	5	2	00:40:37
745 Alarm system activation, no fire - unintentional.	8	00:01:22	3	1	00:07:07
142 Brush or brush-and-grass mixture fire.	8	00:08:37	8	3	00:43:15
571 Cover assignment, standby, moveup.	7	00:07:00	5	1	01:22:34
311 Medical assist, assist EMS crew.	6	00:04:40	2	2	00:39:10
700 False alarm or false call, other.	5	00:05:12	0	3	00:10:36
500 Service Call, other.	4	00:10:00	5	3	00:38:15
352 Extrication of victim(s) from vehicle.	3	00:05:40	8	3	00:50:00
161 Outside storage fire.	3	00:09:00	7	4	01:24:00
551 Assist police or other governmental agency.	3	00:11:00	7	3	01:16:40
445 Arcing, shorted electrical equipment.	2	00:15:30	6	3	00:54:00
114 Chimney or flue fire, confined to chimney or flue.	2	00:12:00	2	3	00:52:30
150 Outside rubbish fire, other.	2	00:06:30	0	3	00:34:00
100 Fire, other.	2	00:06:30	0	3	01:10:00
113 Cooking fire, confined to container.	1	00:10:00	11	4	00:46:00
ALL OTHERS	13	00:07:32	4	2	00:26:18

Total Incidents Per Apparatus

Apparatus	Total Incidents	% Of Total Incidents	Fire Incidents Attended	% of Fire Incidents	Rescue/EMS Incidents Attended	% of Rescue/EMS Incidents Attended
Brush 79	19	7.76%	18	10.53%	1	1.35%
Engine 79	55	22.45%	55	32.16%	0	0.00%
Engine 79-2	65	26.53%	65	38.01%	0	0.00%
None	1	0.41%	1	0.58%	0	0.00%
POV	136	55.51%	84	49.12%	52	70.27%
Privately owned vehicle	7	2.86%	4	2.34%	3	4.05%
Squad 79	43	17.55%	38	22.22%	5	6.76%
Squad 79-2	83	33.88%	26	15.20%	57	77.03%
Standby at Station	66	26.94%	59	34.50%	7	9.46%
Tanker 79	23	9.39%	23	13.45%	0	0.00%
Utility-79	88	35.92%	74	43.27%	14	18.92%
ALL OTHERS	1	0.41%	1	0.58%	0	0.00%

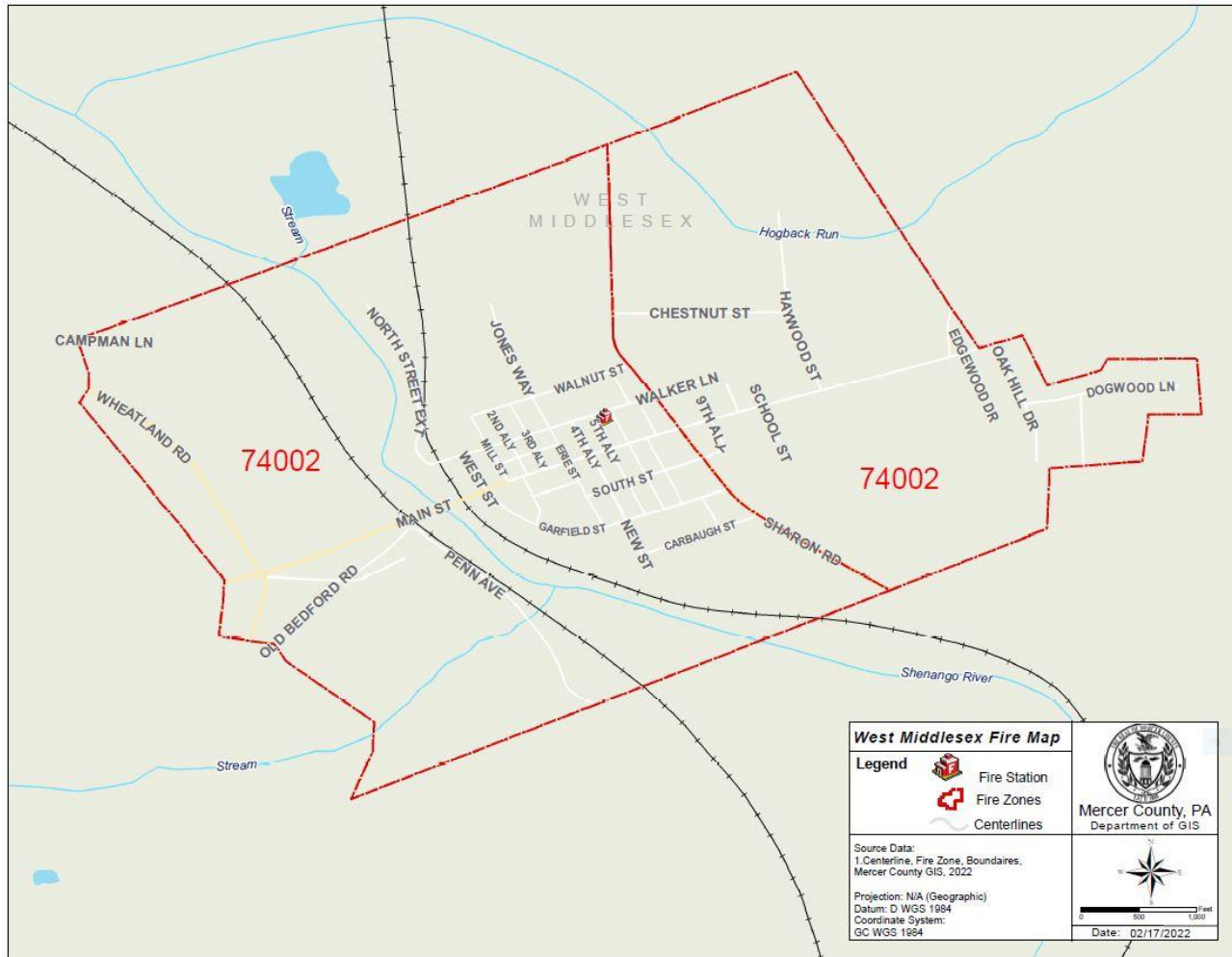
In the incident reports within the date range of this report, 0 of the 245 incident reports did not specify whether the incident was a fire incident or a rescue/EMS incident because that data entry option did not exist when those reports were entered.

	Monday			Tuesday			Wednesday			Thursday			Friday			Saturday			Sunday			
Alarm time	Fire	Ems	Unk	Fire	Ems	Unk	Fire	Ems	Unk	Fire	Ems	Unk	Fire	Ems	Unk	Fire	Ems	Unk	Fire	Ems	Unk	Totals
00:00 - 00:59:59				2						1			1	1		1			3			9
01:00 - 01:59:59	1				1									1		1			1			5
02:00 - 02:59:59	2			1	1		2			1			1	1		1				1		11
03:00 - 03:59:59	1						1	1						1			1					5
04:00 - 04:59:59	1	2		1			1			1			1	1		1			1			10
05:00 - 05:59:59				1	1								1	2					1	1		7
06:00 - 06:59:59		1					1	1			1		2				1					7
07:00 - 07:59:59	1	2		1						3	1		3				1		2			14
08:00 - 08:59:59	3						1			2	1					2			2	2		13
09:00 - 09:59:59	1			2			2	2		1	1		1			1						11
10:00 - 10:59:59	4			1			2	1		1	2		1	1		3			1	3		20
11:00 - 11:59:59	1	1		2			2			3	1		1				3		1			15
12:00 - 12:59:59	2	1		5			5	2			1		4			3	1		2	2		28
13:00 - 13:59:59	1	1					4			3			3	1					1			14
14:00 - 14:59:59	2			1	2		4	1		3			1			1	1		6	1		23
15:00 - 15:59:59	4	1		3	1		5	1		1				1		2			1	1		21
16:00 - 16:59:59	3	1		4			2	2		1	1		1	1			1		5	1		23
17:00 - 17:59:59	5			3			2			6	1		3			4	1		4	1		30
18:00 - 18:59:59	4	1			1		4			4			3	1		2	1		3			24
19:00 - 19:59:59	3			1			1			1	1		1	2		5			1			16
20:00 - 20:59:59	2	2		1			2				2		2	2		4	1		3	1		22
21:00 - 21:59:59	2	1		3	1		1			1	1		4									14
22:00 - 22:59:59		1			1		4	1			1		1				1		6	1		17
23:00 - 23:59:59	2	2		1			1			1			2			3	2					14
Total	45	17	0	33	9	0	47	12	0	34	15	0	37	16	0	34	15	0	44	15	0	373

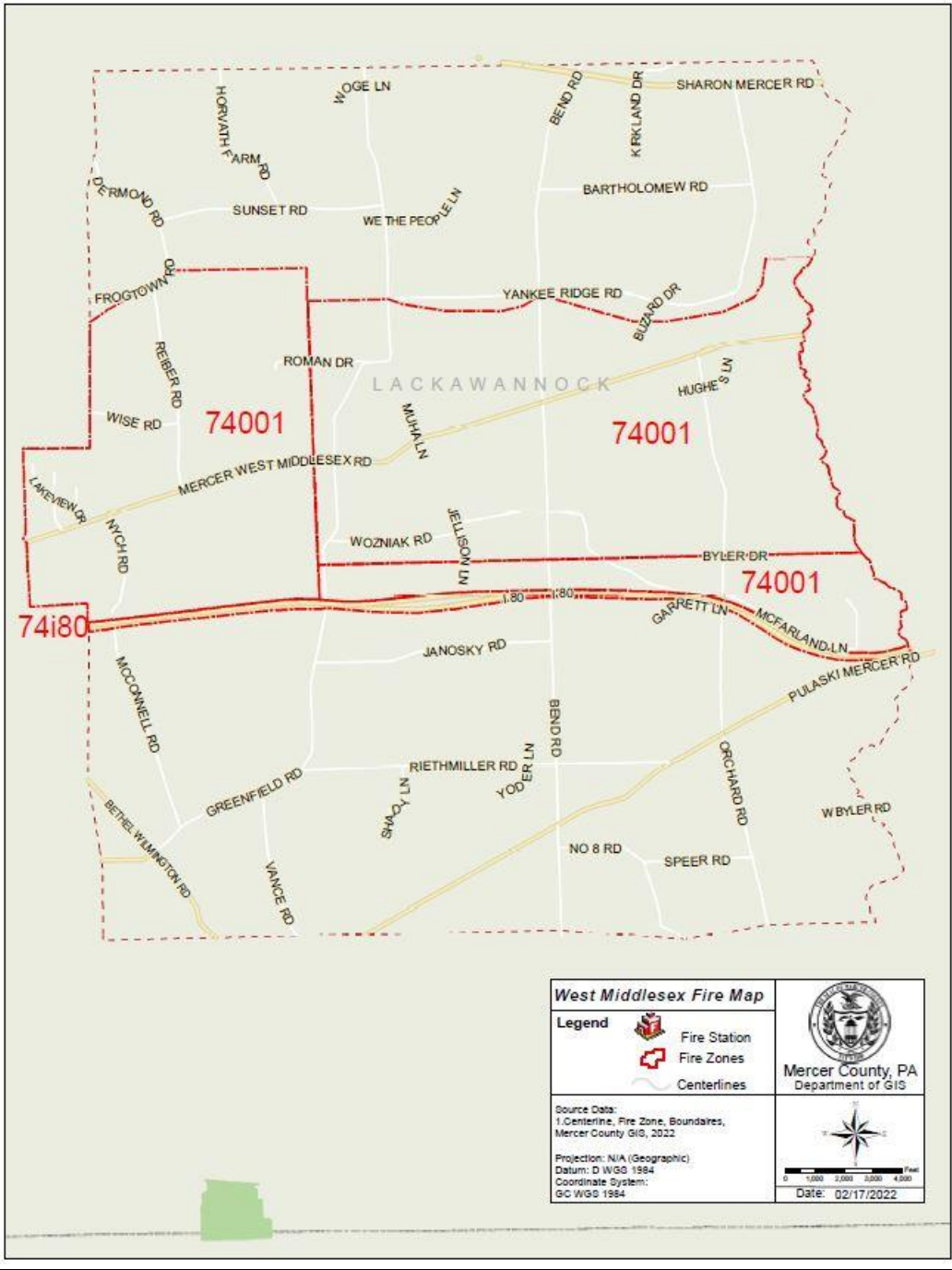
In the incident reports within the date range of this report, 0 of the 373 incident reports did not specify whether the incident was a fire incident or a rescue/EMS incident because that data entry option did not exist when those reports were entered.

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 municipalities and the Fire Company.

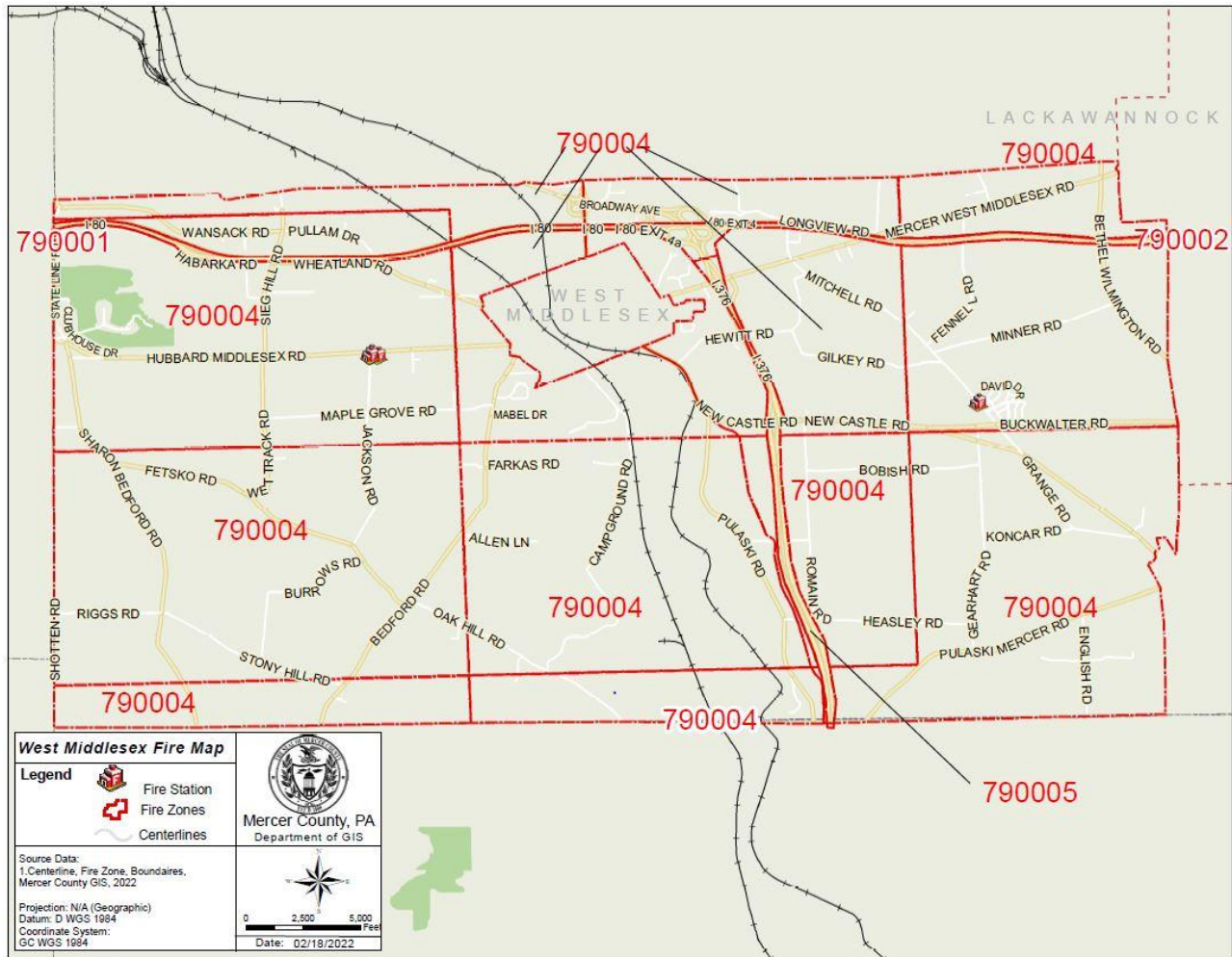
Station 74 West Middlesex Borough Box Map



Station 74 Lackawannock Box Map

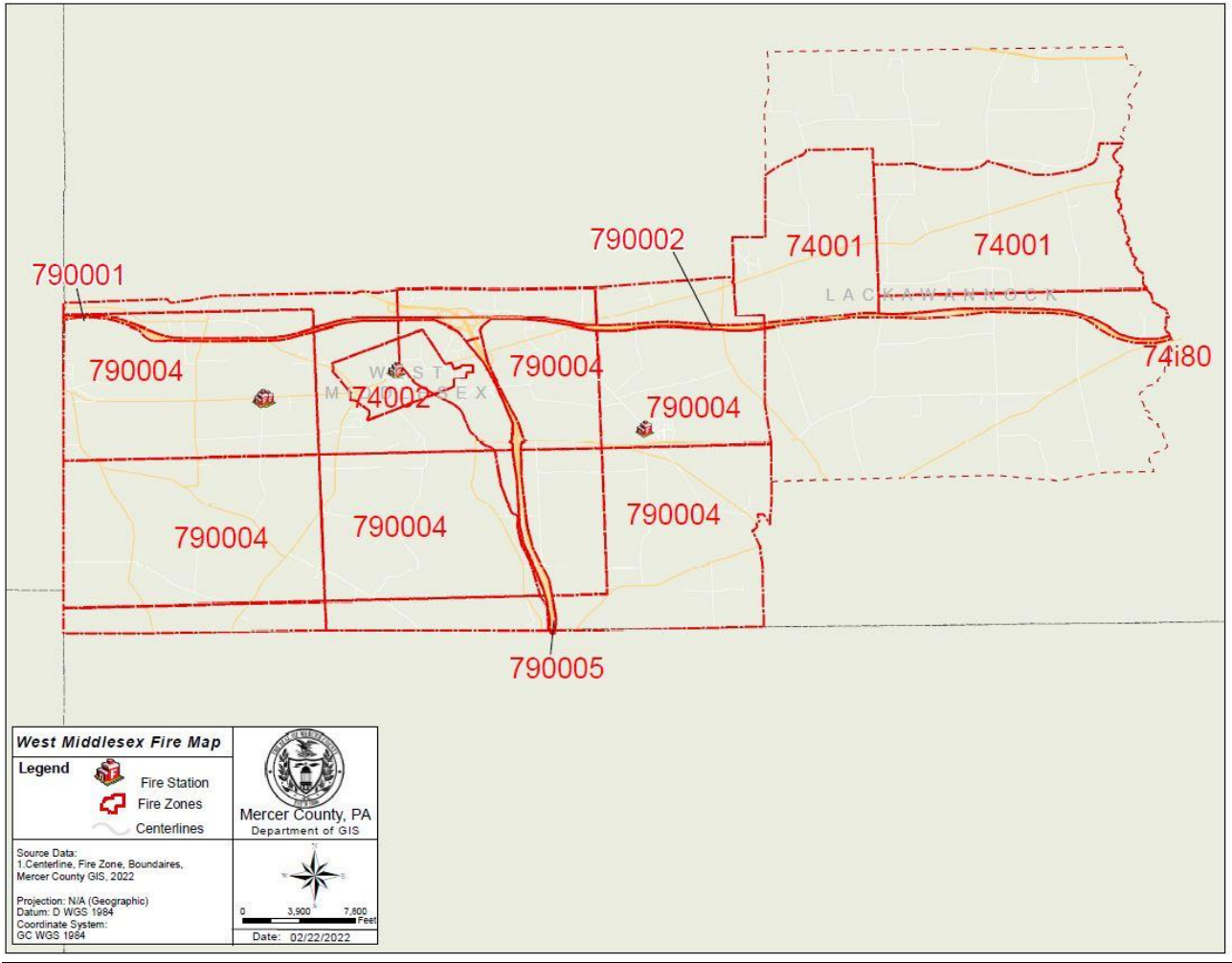


Station 79 Shenango Twp. Box Map





Station 74/79 Regional Box Map



Analysis of Fire Services

An analysis of the common issues and concerns of both fire companies, along with the operations, response data and mutual aid responses indicates shared commonalities. For all intents and purposes, the companies are operating as a single entity. Given the geographic proximity of West Middlesex Borough and Shenango Township, empirical and objective data shows that both municipalities can be served jointly by one Fire Service Provider.

PA HR 148 Options for West Middlesex and Shenango

Consolidation: 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 company are transferred to the new company.

Merger: The combination of two or more companies which results in all but one relinquishing its name. All assets and liabilities of joining company are transferred to the surviving company.
~Not recommended

Association: Agreement of two or more companies to combine and administer similar activities through an umbrella organization. This 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. **~Not recommended**

Regionalization: Although the term “regionalization” can and is used to generically refer to almost any type 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 specific assets of two or more organizations, groups, or municipalities to accomplish specific objectives and tasks. Each participating company retains its identity. **~Not recommended**

Recommendation; *West Middlesex Borough and Shenango Twp., shall coordinate a Consolidation for the West Middlesex Fire Company and Shenango Fire Company into a single Regional Fire Protection entity in a cooperative manner, to create a new Fire Company to protect both municipalities*

Recommendation: *All Consolidation actions should be accomplished by each municipality codifying this action through adoption of appropriate ordinances and/or resolutions, along with an accompanying signed Fire Services Agreement. An Annual Financial & Operational report should be submitted to each Municipality*

Recommendation: *Develop a recruitment & retention program that uses stipends shift coverage, length of service award programs, and/or other programs to help with recruiting and retaining members.*

Listed below are successful mergers, consolidations and/or regional fire delivery services situated in the Commonwealth. These represent both Boroughs and Townships of the First and Second Class. *

- Morrisville Borough – Bucks County
2 fire companies
- Clearfield Borough – Clearfield County
4 fire companies
- Marcus Hook Borough – Delaware County
2 fire companies
- Springettsbury Township and Spring Garden Township – York County
3 fire companies, 1 ambulance, 2 career divisions
- Huntingdon Borough – Huntingdon County
2 fire companies

Note: This group has now consolidated with additional 2 fire companies in 2 different townships.

* Data provided by the Governor's Center for Local Government Services

Model Ordinance

Below for review is a “Model Municipal Ordinance”.

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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 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 26th 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(c) 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 31st, June 30th, September 30th and December 31st 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

EXHIBIT "A"

CALCULATION OF INITIAL MEMBERSHIP FEES

<u>Municipality</u>	<u>% of Tax Base</u>	<u>Initial Membership Fee</u>
Township of Lower Heidelberg	33.27%	\$113,975.00
Borough of Sinking Spring	19.72%	\$67,556.00
Township of South Heidelberg	36.17%	\$123,910.00
Borough of Wernersville	10.85%	\$37,170.00

Model Fire Services Agreement

Below for review is a "Model Fire Services Agreement".

AMENDED & RESTATED FIRE SERVICES AGREEMENT

This Amended and Restated Fire Services Agreement ("Agreement"), made this 11th day of May, 2009, by and between MONTGOMERY TOWNSHIP, a municipal corporation of the Commonwealth of Pennsylvania, having an office at 1001 Stump Road, Montgomeryville, PA 18936-9605 (the "Township") and FIRE DEPARTMENT OF MONTGOMERY TOWNSHIP INC., a Pennsylvania non-profit corporation, having a mailing address of PO Box 18, Montgomeryville, PA 18936-0018 ("FDMT"), and FIRE DEPARTMENT OF MONTGOMERY TOWNSHIP RELIEF ASSOCIATION, with a mailing address of P. O. Box 18, Montgomeryville, PA 18936-0018 ("Relief Association").

Basis of Amended & Restated Agreement

Township, FDMT, and Relief Association entered into a Fire Services Agreement dated December 12, 2003 (the "Fire Services Agreement"); and entered into an Amendment to Fire Services Agreement dated July 14, 2008 (the "Amended Fire Services Agreement"); and

Whereas the Township, FDMT, and Relief Association desire to make additional amendments to the Fire Services Agreement;

Therefore, this Amended and Restated Agreement will incorporate all revisions to the above listed agreements and this agreement will override all previous agreements and amendments.

The Board of Supervisors of Montgomery Township is charged with providing fire protection and related services for the protection of the residents, businesses and guests of Montgomery Township, as well as their property; and

A. The FDMT is a non-profit corporation created for the purpose of providing fire protection and related services to Montgomery Township; and

B. The Township has created a Department of Fire Services headed by a Director of Fire Services; and

C. The Township has recognized FDMT as the official fire company of the Township pursuant to Ordinance No. 02-163; and

D. Pursuant to Ordinance No. 02-165, FDMT, as an official fire company of the Township, is part of the Montgomery Township Department of Fire (sometimes also referred to as the Montgomery Township Department of Fire Services (the "Department"); and

E. The Township and FDMT wish to further detail the terms and conditions of their agreement relative to fire services, as set forth hereinbelow; and

F. FDMT is a component unit of Montgomery Township under Gov't Accounting Standard Board #11.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and intending to be legally hereby, the parties hereto agree as follows:

1. Scope of Services. FDMT agrees to provide fire protection and related services to the Township¹ at all times during the term of this Agreement. FDMT shall be responsible for recruiting qualified volunteers in numbers necessary for the adequate protection of the people and property within the Township. The scope of fire fighting services shall include, but not be limited to, response to fire calls originated directly from individuals within the Township or through the Montgomery County Emergency Dispatch Office, response where necessary and appropriate to fires, fire alarms, hazardous materials incidents, all types of rescue calls, structural collapse situations, undertaking Med-Evac helicopter landings, assisting in the response to flood situations, and other emergencies in which the fire fighting personnel and equipment are called upon or may be helpful. In addition to its mutual aid services to other townships, FDMT is encouraged to develop and maintain good relationships with other local fire companies and emergency support personnel in order to put in place mutual assistance in the event it is needed in responding to emergencies in the Township.

2. Standards of Operation.

(a) FDMT shall act in accordance with the highest standards of professional conduct and operation of fire companies and shall strive to conduct itself at all times substantially in accordance with accepted industry practices (e.g., the National Fire Protection Association ("NFPA") codes and standards). FDMT shall specifically comply with NFPA 1720. This is to ensure the safety of the fire company personnel and the people and property that FDMT seeks to serve.

(b) All members of FDMT shall be subject to the By-Laws of FDMT and the jurisdiction and immediate control of the Director of Fire Services pursuant to the authority granted by the Board of Supervisors, the orders and daily assignments and oversight of the Fire Chief, and overall management of the Township Manager and shall at all times conform to any and all rules and regulations adopted by or on behalf of the Board of Supervisors of the Township. FDMT shall be provided with a full and complete copy of any and all rules, regulations, policies, codes and procedures adopted by the Board of Supervisors, Township government, Director of Fire Services or others relating to matters on which FDMT will be expected to be in compliance with or follow in respect of its operations. The By-Laws of FDMT shall not be inconsistent with any Township ordinance.

¹ In accordance with mutual aid agreements and other fire service mutual aid alarm responsibilities, FDMT also provides fire protection and other related services, as may be required from time to time, to other townships and jurisdictions as a complement to the fire departments in those jurisdictions.

(c) The operational and financial aspects of the FDMT shall be coordinated between the Director of Fire Services and representatives of FDMT. In cooperation with the Director of Fire Services, FDMT shall establish a chain of command for the efficient functioning of FDMT. On the operations side, it shall be headed by the Fire Chief. On the financial and administrative side, there shall be a Board of Directors, headed by a President. With the exception of workers' compensation insurance, the President and/or Fire Chief of FDMT shall be informed and consulted on contractual, lease and related matters, in order to properly plan for implementation and execution of the FDMT strategic plan to serve the Township and the expenditure of budgetary funds.

(d) Neither FDMT nor any of its members are authorized to utilize the Township's Tax I.D. Number. Further, the FDMT Tax I.D. Number shall only be used for purchases where the prior approval has been given by the Fire Chief or President within the budget, or by the Director of Fire Services following prior notice to and approval by either the Fire Chief or President of FDMT.

(e) The Director will be notified as soon as possible but no later than the start of the next business day when an issue affects the health, safety and/or welfare of any member of the Department and/or the public.

(f) Before disciplinary action is taken with regard to any volunteer of FDMT by the Director of Fire Services, the Director of Fire Services shall communicate and consult with the Fire Chief or, in the event of the Fire Chief's unavailability, with the President of FDMT prior to taking such disciplinary action. If the disciplined volunteer does not agree with the disciplinary action, the volunteer shall present the matter to the Board of Directors of FDMT. If the Board of Directors of FDMT shall so decide, the Board of Directors shall appeal the matter to the Montgomery Township Board of Supervisors whose decision shall be conclusive. If the Fire Chief or President of FDMT believe discipline of a paid employee of the Department is advisable, they shall bring it to the attention of the Director of Fire Services for his determination.

3. Funding, Budget and Expenditures.

(a) Funding for the operations and activities of the Department and FDMT shall come from a variety of sources. These include contributions from community members, interest income, grants, direct Township funding through real estate taxes identified for fire protection, Township general and capital reserve funds, and funding received from the State pursuant to the Foreign Fire Insurance Premium Tax.

(b) FDMT and Relief Association shall annually provide a budget for its operations and equipment needs in coordination with the Presidents and Fire Chief of the FDMT and the Township Director of Fire Services. Specifically, this budget should include operations, capital campaigns, apparatus and equipment replacement, fund-raising, debt service and a strategic operational and financial plan. During the months of August and September of each year, the Presidents and Fire Chief, FDMT and Relief Association Treasurers, as well as other representatives of FDMT deemed appropriate, shall meet with the Director of Fire

Services, the Director of Finance and the Township Manager to begin the annual budget process, and examine the progress being made in the implementation of the long term strategic plan. The proposed annual budget for funds from the various sources described in 3(a) above shall be presented to the Director of Fire Services on or before October 1st of each year.

(c) There shall be a budget prepared for items to be funded from Township monies and there shall be a budget prepared for items to be paid from other funds received by FDMT.

(d) During the Township budget workshops regularly held during the month of October of each year, the President, Fire Chief, Director of Fire Services and the Township Manager shall formally and jointly present an annual budget to the Board of Supervisors for consideration and approval. This budget will be considered for preliminary approval in November and final approval in December of each year.

(e) All expenditures shall be made in accordance with the combined approved annual budgets of FDMT, Relief Association and the Department, unless extraordinary circumstances arise which demand immediate purchases. Any costs, purchases or expenditures in excess of \$1,000 (One Thousand Dollars) must be made by written request, which will contain an estimate or quote from the vendor, to the Director of Fire Services in advance of the expenditure. Within fourteen (14) calendar days, the Director of Fire Services shall approve or disapprove the request. All receipts shall be forwarded to the Director of Fire Services no later than seven (7) calendar days following the FDMT or Relief Association business meeting at which the expenditure was paid.

(f) The financial reporting aspects of FDMT shall be coordinated by FDMT Treasurer with the Director of Finance in collaboration with the Director of Fire Services.

(g) All grant applications shall be coordinated with and approved by the Director of Fire Services prior to submission. The President of FDMT shall designate an officer to coordinate the submission of grant applications.

(h) FDMT shall be responsible for promptly paying all FDMT telephone charges at the Fire Stations. Through the relief association, FDMT shall also promptly pay for all Nextel or other cell phone charges utilized in the operational affairs and emergency communications of the FDMT officers of the fire department. Such invoices shall be paid when due, but in any event not later than thirty (30) days after the date of the invoice. FDMT shall also establish telephone and cell phone policies for their proper use. Township administrative telephone and data lines shall be paid for by the Township.

(i) The Township shall pay all utilities for the Fire Stations, including, but not limited to, water, sewer, electric, and gas, when due.

(j) Any cable services, including any DSL or internet lines, obtained by FDMT shall be paid by FDMT when due. Any cable services, including any DSL or internet

lines, obtained by the Township, will be paid by the Township when due. Township shall pay any and all maintenance fees for NFIRS software.

(k) FDMT shall be responsible for the cost of any and all maintenance and repairs necessary for vehicles titled in the name of FDMT, equipment and property (not including the physical plant, property and structure of the fire stations). All vehicles, equipment and property owned by the Township shall be maintained by the Township, at its sole cost and expense. Maintenance of Township trucks, equipment and property shall be under the management and supervision of the Director of Fire Services in consultation with the Chief Engineer.

(l) Within seven (7) calendar days of the monthly business meetings of the FDMT (generally the 1st business Monday of each month) the Treasurer will provide the Township Finance Director with electronic copies (Accountant's Review Copy) of the current accounting program files for all transactions up to and including the business meeting date. Additionally, the Treasurer will provide electronic copies of the FDMT Year to Date Budget v. Actual to the Director of Fire Services & Township Finance Director, along with photocopies of the monthly bank statements for each organization. The Director of Fire Services and Township Finance Director will provide FDMT with monthly Budget v. Actual figures for the Department of Fire Services. All original source documents, including copies of bank statements, deposits, invoices, and balance sheets for FDMT will be maintained in appropriate storage cabinets in a designated location (Battalion 1 or Battalion 2) and these will be made available to the Township Finance Director upon request.

4. Relief Association. FDMT shall establish a non-profit corporation as the firemen's relief association affiliated with FDMT. This association shall receive the funds to be remitted by the Township from the State pursuant to the Foreign Fire Insurance Premium Tax statute. These funds shall be utilized only in accordance with State law and the approved budget of the Relief Association. These funds shall be subject to annual audits by the Auditor General's Office of the Commonwealth of Pennsylvania and by the Township's independent certified public accounting firm. Within seven (7) calendar days of the monthly business meetings of the Relief Association (generally the 1st business Monday of each month) the Treasurer will provide the Township Finance Director with electronic copies (Accountant's Review Copy) of the current accounting program files for all transactions up to and including the business meeting date. Additionally, the Treasurer will provide electronic copies of the Relief Association Year to Date Budget v. Actual to the Director of Fire Services & Township Finance Director, along with photocopies of the monthly bank statements for each organization. The Director of Fire Services and Township Finance Director will provide the Relief Association with monthly Budget v. Actual figures for the Department of Fire Services. All original source documents, including bank statements, deposits, invoices and balance sheets for FDMT will be maintained in appropriate storage cabinets in a designated location (Battalion 1 or Battalion 2) and these will be made available to the Township Finance Director upon request.

5. Standard Operating Directives. Directives, rules and regulations will be written and approved by the Director. The Director will submit a draft to the President and Fire

Chief for review and comment. If consensus cannot be reached the decision of the Director will stand.

6. Standard Operating Guidelines. Standard operating guidelines shall be developed by the Fire Chief and officers of FDMT in conjunction with, and approved and issued by the Director consistent with NFPA standards. In the event no consensus is reached, the final decisions shall be made by the Director of Fire Services. Members of FDMT shall conduct themselves in accordance with the adopted standard Operating guidelines.

7. Fire Stations.

(a) The Township shall make available the Fire Station located at Stump Road and Route 309, and any other buildings as may be deemed prudent and necessary by the Township to house fire fighting equipment, for the meetings and general operations of FDMT. The Fire Stations shall remain public buildings, and be used for no other purpose than fire fighting and emergency response activities and activities related to the administrative, community and operational support of FDMT. Community and other uses shall require notice to and the advance approval of the Director of Fire Services, which approval shall not be unreasonably withheld. The Fire Station located at Route 309 and Stump Road shall also be utilized as a voting facility for residents to cast ballots. No structural alterations costing in excess of \$250.00 shall be made to the Fire Station prior to advance approval from the Director of Fire Services, the Director of Public Works and the Township Manager. Other than its use as a polling place, the Fire Station shall not be used for political activity or fund-raising, other than the volunteer fund-raising activities of FDMT. This political activity is prohibited in order that paid and volunteer firefighters can perform their duties for FDMT as a tax exempt organization with the highest degree of professionalism and without undue distraction.

(b) The Township may also make available fire stations at other locations to supplement the primary station. These stations will be subject to the same rules and regulations as set forth herein.

(c) The Township and members of FDMT shall share the ongoing maintenance of the fire station(s). All improvements will be coordinated through the Director of Fire Services and the Director of Public Works. Improvement recommendations will be made to the Township Manager and the Board of Supervisors as part of the formal annual budget process.

8. Equipment. Any equipment purchased through funds of the Township shall be inventoried and insured by the Township and shall remain the property of the Township. Volunteers, as well as employees of the Township who are properly trained and/or approved by the Chief Engineer of FDMT and approved by the Director of Fire Services and Department employees of the Township who are approved by the Director of Fire Services, may utilize such equipment, as necessary, for response to fires and other emergency situations. All fire trucks purchased through funds of the Township shall be titled to the Township. Any funds received from the Foreign Fire Insurance Premium Tax shall be expended in accordance with the approved budget. In the event of termination of this Agreement, the Township, at the

Township's sole option, shall have the right to purchase, for fair market value, all firefighting equipment which has been paid for by the Relief Association on fire apparatus owned by the Township. At the annual budget preparation meetings, as noted in Section 3(b) above, FDMT and the Township will discuss titling of all equipment to be purchased in the upcoming year. It is the intent of the parties to this Agreement that equipment shall be in the name of the Township, to the extent permitted by law. All fire trucks purchased through funds of FDMT or Relief Association shall be titled to FDMT or Relief Association as appropriate.

FDMT and the Relief Association shall comply with all laws, rules and regulations related to the use of the Foreign Fire Insurance Premium Tax funds. They shall present the reports, forms and records required by the State to be submitted to the Director of Fire Services on or before September 1st of each year. They shall also provide the Director of Fire Services with an inventory of equipment and tools purchased with funds from the Foreign Fire Insurance Premium Tax no less frequently than annually or as otherwise warranted. A physical inventory of equipment will be performed on an annual basis to ensure the adequacy of the equipment and accuracy of these records. The NFPA annual certification of all fire trucks, ground ladders, SCBA cylinders and the SCBA refill station, and other equipment requiring certification shall be paid for by the Township. The Director of Fire Services shall be provided with copies of all certifications within two (2) weeks of receipt by the FDMT.

9. Training. FDMT shall be responsible for training its volunteers to respond to emergency calls in an efficient and professional manner. The Township shall be responsible for the cost and training of the paid firefighters and the fire marshals. By December 15th of each year, FDMT shall submit a conceptual plan of training for all firefighters of all ranks and the Board of Directors of FDMT shall certify to the Board of Supervisors of the Township, in writing, that all the volunteer firefighters and fire police responding to calls for emergency assistance have received appropriate training and certifications for the duties which will be undertaken. Training records shall be maintained at the Stump Road Fire Station for review by the Director of Fire Services. The Director shall be provided with copies of monthly updates of the training records and an annual report of training.

10. County Dispatch, Mutual Aid and Box Response System. FDMT shall participate in the County Dispatch System and shall take all steps necessary to remain in good standing to participate in the County Dispatch System. FDMT shall develop professional relationships with surrounding fire companies, as well as emergency response companies (i.e., ambulance corps), to enhance response to emergency situations in the Township and, as need be, to provide assistance to neighboring communities.

11. Insurance. During the term of this Agreement, the Township shall provide insurance coverage only for the general liability for the Township and property exposures directly related to the use of the Fire Station building. The Township shall further provide vehicle insurance coverage related to the operation and ownership of the fire trucks in which it is the holder of record title. FDMT will title all other vehicles to the FDMT and will maintain insurance coverage in an amount mutually agreed upon between the Director of Fire Services and FDMT, related to the operation and ownership of these other vehicles. FDMT will also establish policies for the proper use of these vehicles. The Township shall provide statutorily

required workers' compensation coverage for the volunteers of FDMT. FDMT shall on a quarterly basis provide a current list of volunteer firefighters to be covered by workers' compensation insurance. Annually, during the budget process, it shall be determined if the Relief Association shall reimburse the Township for the annual premium for workers' compensation insurance. Such premium shall be forwarded to the Township within fifteen (15) days of presentation of an invoice. FDMT shall be required, during the term of this Agreement, to provide professional liability insurance, and automobile insurance for any vehicles titled to FDMT or Relief Association. Any insurance necessary or desirable for the Relief Association of FDMT shall be carried at its election. FDMT shall, on an annual basis, provide certificates of insurance evidencing the insurance coverages required under this Agreement, or more frequently upon request of the Township.

12. Reports of Operating Activities.

(a) FDMT shall provide reports of operational activities as may be requested on a reasonable basis from time to time by the Township in a professional, accurate manner in a form requested by the Director of Fire Services. At a minimum, this shall include a monthly report of calls or incidents responded to, the outcome of such responses, any loss of life, injury or property damage resulting from such incidents, a summary of monthly training, notice of any injuries to volunteers, and any workers' compensation claims. On a quarterly basis, FDMT shall submit to the Director a Personnel Activity Report in a spreadsheet format providing a current list of active firefighters and fire police including their operational status, station assignment, NIMS course certifications, annual harassment awareness compliances, Directive #17 Compliance, number of emergency call responses year-to-date and probationary status. Copies of all operational reports and all reports submitted by the Director of Fire Services to the Township shall be maintained at the Stump Road Fire Station. All calls to which the FDMT responds shall be reported through the National Fire Incident Reporting System ("NFIRS"). Appropriate representatives of FDMT (i.e., President, Fire Chief or a designated officer) shall attend monthly Township Public Safety Committee meetings and monthly Board of Supervisors meetings.

(b) FDMT and the Department of Fire Services shall submit to an initial and once every three-year period operational audit by an independent fire services consultant selected, following input from FDMT, and paid for by the Township. The timing and conduct of each audit shall be agreed upon between FDMT, the Director of Fire Services and the Township Manager subject to a ninety (90) day advance notification. FDMT and the Director of Fire Services shall fully cooperate and provide all documentation necessary to facilitate such audit. Specifically, FDMT and the Director of Fire Services will be required to meet reasonable deadlines for fieldwork, as well as report issuance. The Township requires a "clean" or unqualified opinion, as well as adequate responses to recommendations, to sustain funding of FDMT and the Department of Fire Services. In the event a "qualified" audit report is issued, FDMT and/or the Director of Fire Services shall submit a plan within ninety (90) days to address and/or cure the noted deficiencies and recommended changes.

(c) FDMT shall submit an annual report by March 31st of each year.

13. Reports of Administrative and Financial Activities.

(a) On a monthly basis, FDMT shall provide an update of its budget status and financial condition in electronic format as outlined in paragraph (l) Section 3 in such detail as shall be directed by the Township. Such information shall be provided monthly to the Director of Fire Services. Minutes of FDMT Board meetings, executive committee meetings, general membership meetings, and Relief Association Board meetings shall be maintained by FDMT and the Relief Association, respectively, and shall be submitted to the Township within thirty (30) days after the date of such meetings.

(b) FDMT and the Department of Fire Services shall submit to an annual audit by an independent certified public accounting firm selected and paid for by the Township. FDMT and the Director of Fire Services shall fully cooperate and provide all documentation necessary to facilitate such audit. Specifically, FDMT and the Director of Fire Services, in conjunction with the Township Director of Finances will be required to meet reasonable deadlines for fieldwork, as well as financial statement and management letter issuance. The Township requires a "clean" or unqualified opinion, as well as adequate responses to management letter recommendations, to sustain funding of FDMT and the Department of Fire Services. In the event a "qualified" audit report is issued and/or the Board of Supervisors makes recommendations on matters affecting the financial activities, FDMT and/or the Director of Fire Services shall submit a plan within ninety (90) days to address and/or cure the noted deficiencies and recommended changes.

(c) The Director of Fire Services shall be notified of all Relief Association meetings. The Treasurer of the Relief Association shall prepare financial statements on a monthly basis and provide a copy of those reports to the Director as outlined in paragraph (l) Section 3.

14. Articles of Incorporation and Bylaws; Good Standing. Contemporaneous with execution of this Agreement, FDMT and the Relief Association shall each provide copies of their presently in force Articles of Incorporation and Bylaws to the Township, and shall be required to provide certified copies of all amendments to the Township within fifteen (15) days of their adoption. The Secretary or other duly appointed officer of FDMT and of the Relief Association shall provide written representation that they have provided true and correct Articles and Bylaws.

15. Fund-Raising. FDMT shall advise the Board of Supervisors on an annual basis in advance of planned fund-raising activities. Expenditures of monies obtained through fund-raising or from non-Township tax revenues shall be in accordance with the approved budget or any budgetary amendments made by FDMT or represent a reasonable expenditure necessary to conduct or provide fire protection services. Individual and aggregate contribution records shall be reported monthly to the Director of Fire Services. All contribution records will be kept in strict confidence.

16. Notices. Any notice required or desired to be given relative to this Agreement shall be sent by certified or registered mail, postage pre-paid, as follows:

If to the Township: Montgomery Township
 1001 Stump Road
 Montgomeryville, Pa 18936-9605
 Attention: Township Manager

with a copy to: The Solicitor of Montgomery Township

If to FDMT
 or Relief Association: Fire Department of Montgomery Township
 PO Box 18
 Montgomeryville, PA 18936-0018
 Attention: President

17. Term. This Agreement shall be effective on the date it is executed by the last party hereto. It shall continue on a year-to-year basis, unless terminated by either party as set forth herein.

18. Termination. This Agreement may be terminated by the Township upon one hundred twenty (120) days' advance written notice to FDMT, at the address set forth herein, without cause. This Agreement may be terminated immediately upon written notice by the Township in the event of unlawful activity by FDMT or if the Township shall find that operations are conducted in a manner that jeopardizes life and property in the Township. FDMT may terminate this Agreement upon one hundred eighty (180) days' advance written notice to the Township as set forth hereinabove.

19. Incorporation of Ordinances. Ordinance No. 02-163 and Ordinance No. 02-165, as they may be amended from time to time, are hereby incorporated herein by reference as though set forth herein in full. An Organizational Chart per these ordinances is attached hereto and made a part hereof as Exhibit "A".

20. Indemnification. FDMT shall indemnify and hold the Township, the Board of Supervisors, its employees and consultants, harmless and defend them from any costs, suits, actions, damages, including, but not limited to, attorneys' fees and costs, relating to any lawsuits arising from claims of harassment which may be made by members of FDMT or third party claims of harassment related to the activities of members of FDMT. The Township shall indemnify and hold the FDMT, its officers, directors and members, harmless and defend them from any claims, costs, suits, actions, damages, including, but not limited to, attorneys' fees and costs, relating to any lawsuits or claims of harassment which may be made by members of the Department of Fire Services or third party claims of harassment related to the activities of members of Department of Fire Services.

21. Miscellaneous.

A. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

IN WITNESS WHEREOF, the parties hereto, have caused their hands and seals to be affixed the date and year first above-written.

Training: FF/Officer Requirements

The companies were asked to provide minimum training and certification requirements for Fire Fighters and Fire Officers.

Station 74

Active members must have successfully completed a state certified Basic Firefighting or Essentials course. Active members must maintain a minimum of sixteen (16) hours of certified training per year. Active members must attend twelve (12) work calls or in-house training sessions per year. Active members must participate in four (4) fundraising activities per year/Fire Officers.

Station 79

Fire Officers: Firefighter 1. 24 Hours Con Ed. per year as per SOP.

Recommendation: *The Fire Company should review each of the existing requirements of the legacy companies, along with the Model Training Requirement document consider any implementation and/or adoption of Fire Fighter and Fire Officer Training and Qualifications. Such activity should be included in any Fire Services Agreement with the municipalities. Continue to use the current Fire training programs offered by the PA State Fire Academy, Butler County Community College, and Bucks County Public Safety Training Center. Also, the Voluntary Certification Program of the PA State Fire Academy should be used.*

Model Training Requirements Document

Below for review are “Model Training Requirements”.

Upper Providence Township Department of Fire & Emergency Services

Training Requirements

Guideline #2008-01 (Rev. 7.2.08)

Effective Date: July 2, 2008

Purpose

To ensure all firefighters and officers within the Department meet the minimum standard for training.

Scope

ALL departmental personnel who participate in firefighting and rescue activities shall be required to conform to this policy. All participating companies must have 75% of its active member's meet the firefighter requirements and ALL Fire Officers must meet 100% of the required training for the position in which they were elected or appointed 1 year of the effective date of this policy. Nothing in this document shall prevent or prohibit any fire company within the department from implementing training standards or qualifications that are in excess of the minimum requirements listed in this document.

Training Requirements Junior Firefighters

Junior firefighters are members who are sixteen (16) and seventeen (17) years of age. Junior firefighters shall be restricted to exterior operations only.

- ❖ Introduction to the Fire Service
- ❖ Fire ground Support
- ❖ Exterior Firefighter OR equivalent.
- ❖ Hazardous Materials Awareness OR equivalent (NFPA 472). If the date of completion is over one year, a current Hazardous Materials Awareness Refresher Course is needed.
- ❖ Current First Aid and CPR certification.
- ❖ Junior firefighters shall be limited to those duties allowed by the Pennsylvania State child labor laws.
- ❖ Junior firefighters shall be identified by one or more of the following helmet markings:
 1. Red helmet
 2. Fire Company helmet with red stripping and “Junior Firefighter” rockers
 3. Traditional style Fire Company helmet with red stripes and a red front shield.

Firefighters

Firefighters are members eighteen (18) years of age and older who meet the following minimum training qualifications. Any firefighter who does not meet these minimum standards will be restricted to exterior operations only and will be designated a probationary firefighter.

- ❖ Pennsylvania State Firefighter I certification (NFPA 1001).
- ❖ Hazardous Materials Operations for First Responders OR equivalent (NFPA 472). If the date of completion is over one year, a current Hazardous Materials Operations Refresher Course is required.
- ❖ NIMS 100, 700
- ❖ Vehicle Rescue Technician (If Company provides vehicle rescue service)
- ❖ Water Rescue Awareness
- ❖ Current First Aid, CPR, AED Certification
- ❖ Infection Control/Bloodborne Pathogens class
- ❖ Emergency Vehicle Operators Course if a Firefighter uses warning lights.
- ❖ Valid Pennsylvania Driver's License.

Exterior Firefighter

Exterior firefighters are members who are of eighteen (18) years of age or older and do not meet the minimum training requirements for firefighters listed above.

Exterior firefighters will be restricted to exterior operations that do not require the use of a Self-Contained Breathing Apparatus.

Apparatus Operators

Apparatus operators shall be a minimum of eighteen (18) years of age or older for vehicles under 15,000# GVW and a minimum of twenty-one (21) years of age or older for vehicles greater than 15,000# GVW. Apparatus operators shall have a minimum of one (1) year of fire service experience.

Must meet the requirements for Firefighter and:

- ❖ Pump Operations
- ❖ Emergency Vehicle Operators Course

Lieutenant

Must be at least 22 years of age and have been a member, in good standing, for at least 2 years in one of the Township Fire Companies.

Must meet the requirements for Firefighter and Apparatus Operator and:

- ❖ Pennsylvania State Firefighter II certification (NFPA 1001) (Pennsylvania State Fire Officer I certification (NFPA 1021) is encouraged).
- ❖ Truck Company 1 (for companies that have an aerial)

Captain

Must be at least 22 years of age and have been a member, in good standing, for at least 2 years in one of the Township Fire Companies.

Must meet the requirements for Lieutenant and:

- ❖ Pennsylvania State Fire Officer I certification. (NFPA 1021) (Fire Officer II is encouraged)
- ❖ Water Rescue Phase 1 - Pennsylvania Fish & Game Commission (If Company provides water rescue services)

Assistant and Battalion Chief

Must be 23 years of age and have been a member, in good standing, for at least 3 years in one of the Township Fire Companies.

Must meet the requirements of Captain and:

- ❖ Pennsylvania State Fire Officer II certification. (NFPA 1021)
- ❖ Aerial Apparatus Practices (If Company has an aerial apparatus)
- ❖ NIMS 100, 200, 700, 800 (NIMS 300 & 400 are encouraged)
- ❖ Rescue 1 (If Company provides rescues services)

Deputy Chief

Must be at least 24 years of age and have been a member, in good standing, for at least 5 years in one of the Township Fire Companies. Firefighters who are eligible for this position shall have at least 1-year experience as an Assistant or Battalion Chief.

Must meet the requirements for Assistant and Battalion Chief.

Fire Chief

The following shall be required to have been completed as minimum training for the position of Fire Chief

In addition to the minimum training qualifications listed below, the Fire Chief shall be at least twenty-five (25) years of age and have a minimum of five (5) years' experience in the fire service AND a minimum of five (5) years of township company experience AND at least one (1) year experience as an Assistant or Battalion Chief or Deputy.

Must meet the requirements for Deputy Chief and:

- ❖ NIMS 100, 200, 300, 700, 800 (400 encouraged)
- ❖ The Fire Chief shall be required to live in the Company's first response district.

Training Records

Training records for each departmental firefighter shall be recorded in the Departments Firehouse Software. These training records will be used to determine if a firefighter or officer meets the minimum standards for training.

The Director of the Department shall oversee handling of the training records. Only the Chief(s) or person(s) designated by the Director or Emergency Service Board will have access to the records. The training records will be handled with the same sensitivity that any employee information would be handled.

Determination of Equivalence

Certified FF I = ALL of the following: PA State Basic Fire Fighting, PA State Advanced Firefighting, PA State Firefighting III, CPR/AED, Hazardous Materials Operations.

All courses can be completed at accredited facilities.

Supersede Policy

This general order supersedes all previously published policies, procedures or orders related to minimum training standards or requirements.

Rev. 7.2.2008

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 ^a	Demographics	Minimum Staff to Respond ^b	Response Time (minutes) ^c	Meets Objective (%)
Urban area	>1000 people/mi ²	15	9	90
Suburban area	500–1000 people/mi ²	10	10	80
Rural area	<500 people/mi ²	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

^a A jurisdiction can have more than one demand zone.

^b Minimum staffing includes members responding from the AHJs department and automatic aid

^c Response time begins upon completion of the dispatch notification and ends at the time interval shown in the table.

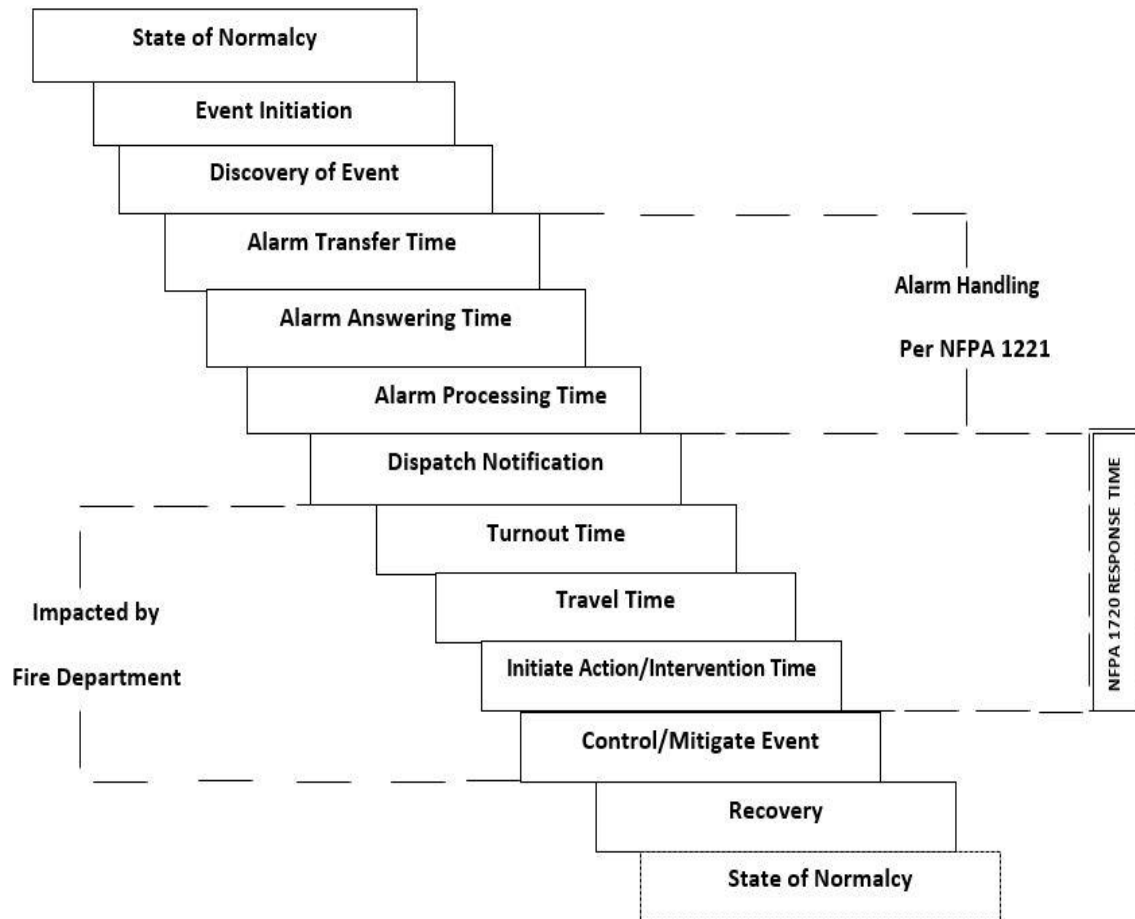
West Middlesex - 0.9 square miles & population of 818. Population density of 908.9/ Sq. Mile
Suburban Demand Zone

Shenango - 29.9 square miles & population of 3,522. Population density of 117.8/ Sq. Mile
Rural Demand Zone

Jointly both Municipalities have 30.8 Square Miles and a population of 4,340 for a population density of 140.9/Sq. Mile

Recommendation: *Fire response and staffing benchmark performance objectives as per NFPA 1720 for the Suburban and Rural Demand Zones should be established based upon the joint evaluation of both municipalities.*

CASCADE OF EVENTS



Staffing

Station 74:

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

Station 79

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

Response Staffing- Station 74

Data was submitted by Station 74 but the format sent could not be collated properly.

Response Staffing – Station 79

Average Number of Responders 4.2

Top 20 Incident Types

Incident Type	Number of Incidents	Average Response Time	Average Number of Responders	Average Number of Apparatus	Average Incident Duration
320 Emergency medical service incident, other.	103	00:09:33	1	1	00:34:32
111 Building fire.	18	00:11:26	5	3	01:48:26
324 Motor vehicle accident with no injuries.	17	00:06:17	3	2	00:35:42
322 Motor vehicle accident with injuries.	15	00:09:24	6	3	00:55:08
553 Public service.	15	12:52:36	1	2	13:17:15
444 Power line down.	8	00:11:45	5	2	00:40:37
745 Alarm system activation, no fire - unintentional.	8	00:01:22	3	1	00:07:07
142 Brush or brush-and-grass mixture fire.	8	00:08:37	8	3	00:43:15
571 Cover assignment, standby, moveup.	7	00:07:00	5	1	01:22:34
311 Medical assist, assist EMS crew.	6	00:04:40	2	2	00:39:10
700 False alarm or false call, other.	5	00:05:12	0	3	00:10:36
500 Service Call, other.	4	00:10:00	5	3	00:38:15
352 Extrication of victim(s) from vehicle.	3	00:05:40	8	3	00:50:00
161 Outside storage fire.	3	00:09:00	7	4	01:24:00
551 Assist police or other governmental agency.	3	00:11:00	7	3	01:16:40
445 Arcing, shorted electrical equipment.	2	00:15:30	6	3	00:54:00
114 Chimney or flue fire, confined to chimney or flue.	2	00:12:00	2	3	00:52:30
150 Outside rubbish fire, other.	2	00:06:30	0	3	00:34:00
100 Fire, other.	2	00:06:30	0	3	01:10:00
113 Cooking fire, confined to container.	1	00:10:00	11	4	00:46:00
ALL OTHERS	13	00:07:32	4	2	00:26:18

Response Times- Station 74

Average Response Time: 8.22

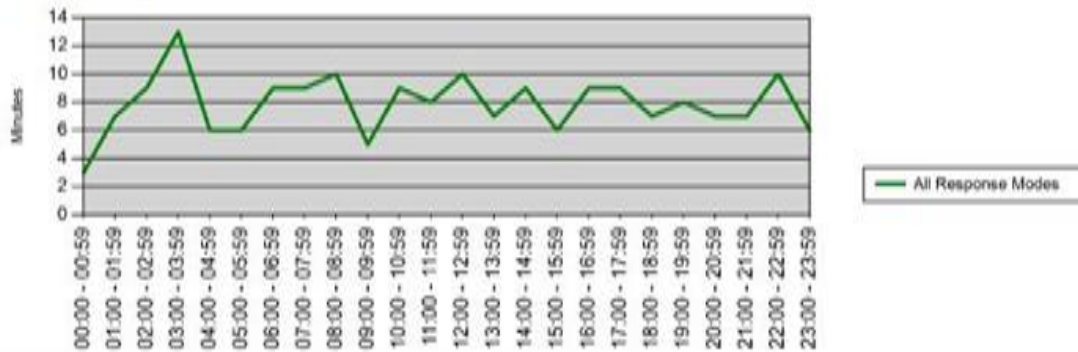
West Middlesex Volunteer Fire Department

West Middlesex, PA

This report was generated on 1/3/2022 9:13:17 PM

Average Response Time for Hour Range for Day Range for Date Range

Response Mode: All | Start Day: Sunday | Start Time: 00:00 | End Time: 23:00 | End Day: Saturday | Start Date: 01/01/2016 | End Date: 12/31/2021



Hour Range	Responses	Avg. Resp. Time
00:00 - 00:59	22	3.46
01:00 - 01:59	13	7.47
02:00 - 02:59	16	9.58
03:00 - 03:59	7	13.02
04:00 - 04:59	6	6.31
05:00 - 05:59	11	6.35
06:00 - 06:59	11	9.39
07:00 - 07:59	20	9.42
08:00 - 08:59	25	10.02
09:00 - 09:59	27	5.45
10:00 - 10:59	22	9.23
11:00 - 11:59	23	8.11
12:00 - 12:59	32	10.36
13:00 - 13:59	27	7.11
14:00 - 14:59	35	9.25
15:00 - 15:59	46	6.52
16:00 - 16:59	40	9.56
17:00 - 17:59	51	9.52
18:00 - 18:59	60	7.25
19:00 - 19:59	49	8.35
20:00 - 20:59	49	7.03
21:00 - 21:59	21	7.01
22:00 - 22:59	29	10.49
23:00 - 23:59	14	6.42

Total: 666 8:22

Response Times- Station 79

Average Response Time: 8.20

Top 20 Incident Types

Incident Type	Number of Incidents	Average Response Time	Average Number of Responders	Average Number of Apparatus	Average Incident Duration
320 Emergency medical service incident, other.	103	00:09:33	1	1	00:34:32
111 Building fire.	18	00:11:26	5	3	01:48:26
324 Motor vehicle accident with no injuries.	17	00:06:17	3	2	00:35:42
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352 Extrication of victim(s) from vehicle.	3	00:05:40	8	3	00:50:00
161 Outside storage fire.	3	00:09:00	7	4	01:24:00
551 Assist police or other governmental agency.	3	00:11:00	7	3	01:16:40
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150 Outside rubbish fire, other.	2	00:06:30	0	3	00:34:00
100 Fire, other.	2	00:06:30	0	3	01:10:00
113 Cooking fire, confined to container.	1	00:10:00	11	4	00:46:00
ALL OTHERS	13	00:07:32	4	2	00:26:18

Fire Response Assignments

It is critical that the closest fire companies, regardless of internal fire district boundaries and/or any municipal boundaries are assigned and dispatched.

Each of the Fire Chiefs was asked about having the closest available fire companies dispatched.

Station 74: We do have the closest department on all of my run cards that utilize mutual aid. They are however, not necessarily on first alarm for all of my calls. I have three departments that are staffed 24 hours a day 365 days a year within approximately 6 miles. Just because a department is the closest, doesn't make them the best choice for every incident.

Station 79: On all vehicle crashes with entrapment and all building fires both Shenango and West Middlesex Fire Departments are dispatched together.

In order to ensure that this review is approached and handled in an objective manner, the Mercer County Department of 911 Emergency Services should be contacted to see if that type of assistance is available. This should be codified in the Fire Services agreement between the Fire Company and the municipalities.

Fire Station Facilities

Station 74 25 North St, West Middlesex, PA 16159



Fire Station Details

Although requested, Station 74 provided no specific details on its facilities. Info was provided that Station 74 owns a training ground property on Campground Road.

Station 79 3439 Hubbard-Middlesex Rd, West Middlesex, PA 16159



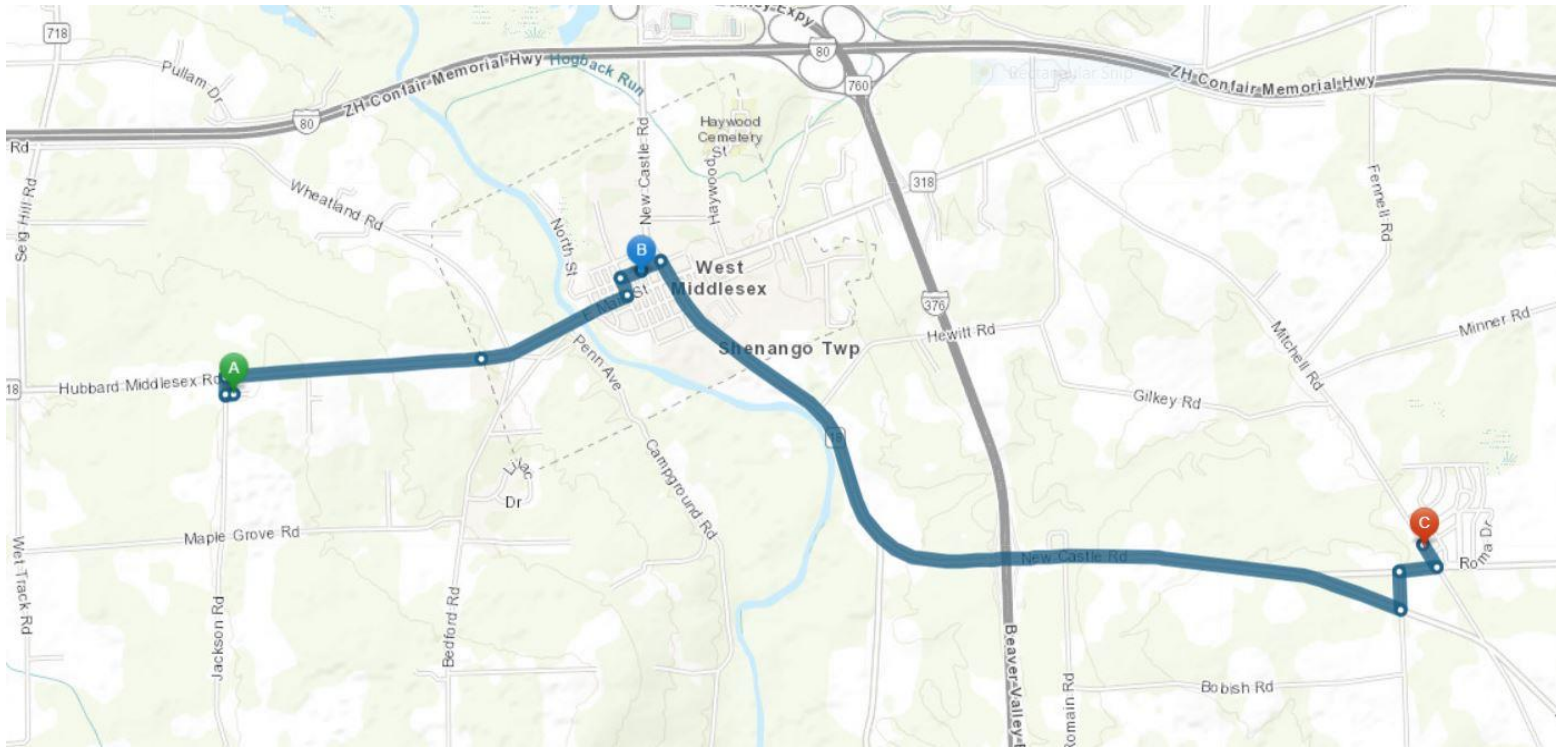
Station 79 Mitchell Rd, West Middlesex, PA 16159



Fire Station Details

Fire Station Name/Number	79 Station 1	Station 2
Location	3439 Hubbard Middlesex Rd. West Middlesex, PA 16159	88 Mitchell Road West Middlesex, PA 16159
Leased/Owned	Owned	building owned, property leased
Bldg. Owner	Shenango Township	Fire Department
Year Built/Renovations	1980ish/ no renovations	1980is/ no renovations
Outstanding Mortgage	none	none
Other Bldg. Debt	none	none
Parking Lot Capacity	50 cars	15-20 cars
Apparatus Bays Capacity	2 pull-thru bays	3 bays
Day Room	no	no
Bunk Room	no	no
Locker Room/Shower	no	no
# of Restrooms	0	1 (55 square feet)
Sprinkler/Fire Alarm	yes	no
Kitchen	no	no
Administrative Office	not in fire station, inside municipal building which is attached	no
Command Office	no	no
Meeting/Training Room	no	no
Gym/Workout Space	no	no
SCBA Compressor	yes(in bay, not seperate room)	no
Turnout Gear Storage	no	no
Turnout Gear Washer/Dryer	yes	yes (part of bathroom)
Engineers Room	no	no
Emergency Generator	yes	no
Storage	no	no Rectangular Snip
Wireless/Cable	no	no
Social Hall	no	no
Total Square Footage	1100 square feet	1556 square feet
Annual Operating Costs	\$500/yr	\$3500/yr

Current Fire Station Locations & Distance Maps



Station 79-1, Point A is located at 3439 Hubbard-Middlesex Rd

Station 74 Point B, is located at 25 North Street

Station 79-2 Point C is located at 88 Mitchell Rd.

Distances.

Station 79-1 to Twp/Borough Line. .80 Miles

Station 74 to Station 79-1 1.44 Miles

Station 74 to Station 79-1 3.27 Miles

Station 79-1 to Station 79-2 4.60 Miles

Site visits to each Fire Station revealed that:

Each Fire Station is in poor condition. They do not contain the amenities that would be expected in a modern, functional Fire Station.

Lack of space and general disorder are evident. This is not reflective of the members but is reflective of the conditions and limitations of each facility.

None of the 3 locations is suited for Fire Department operations.

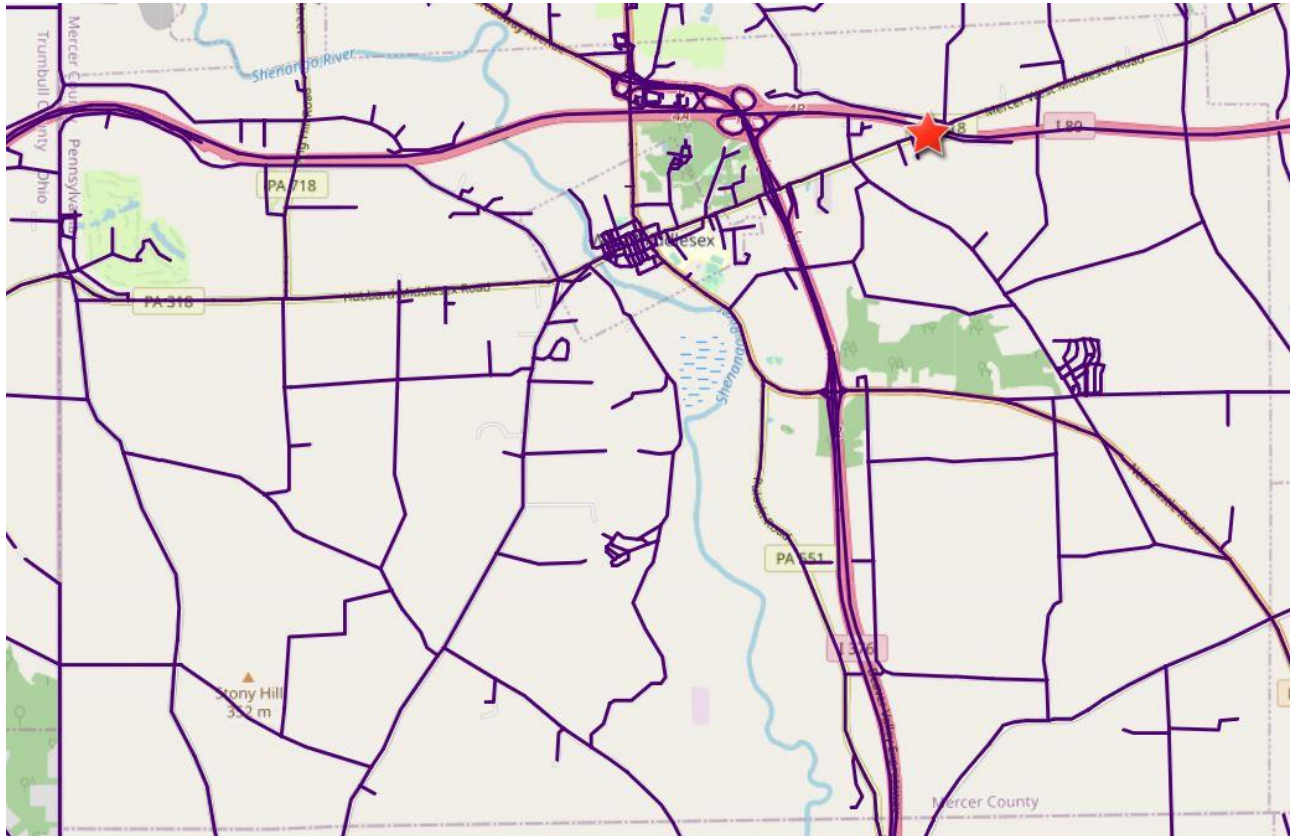
Proposed fire station locations listed below were used via the recommendations by Chief 74 and Chief 79.

Proposed Fire Station Locations & Response Coverage Maps

Proposed Fire Station Location

Mercer West Middlesex Road and Stefanak Drive.

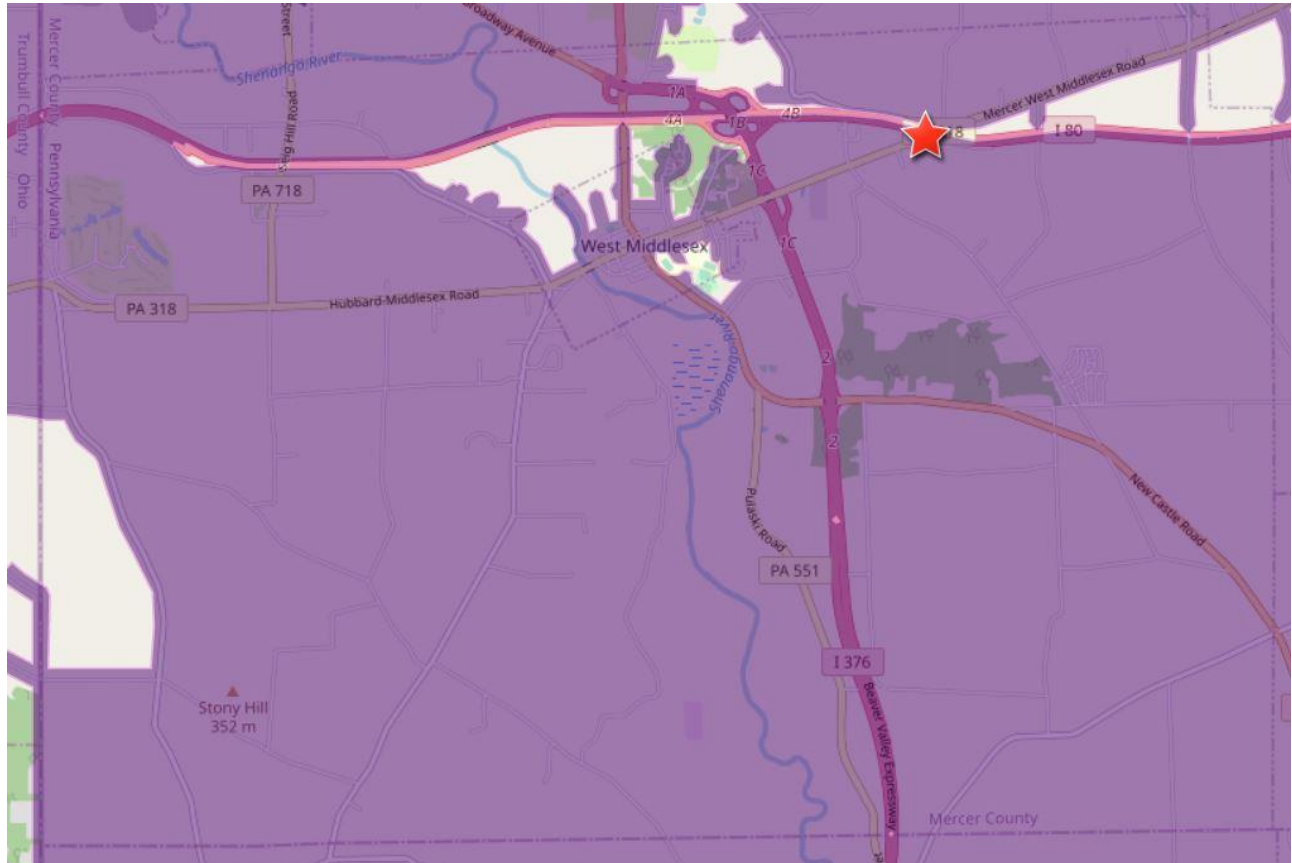
14 Minute Response – Reachable Streets



Proposed Fire Station Location

Mercer West Middlesex Road and Stefanak Drive.

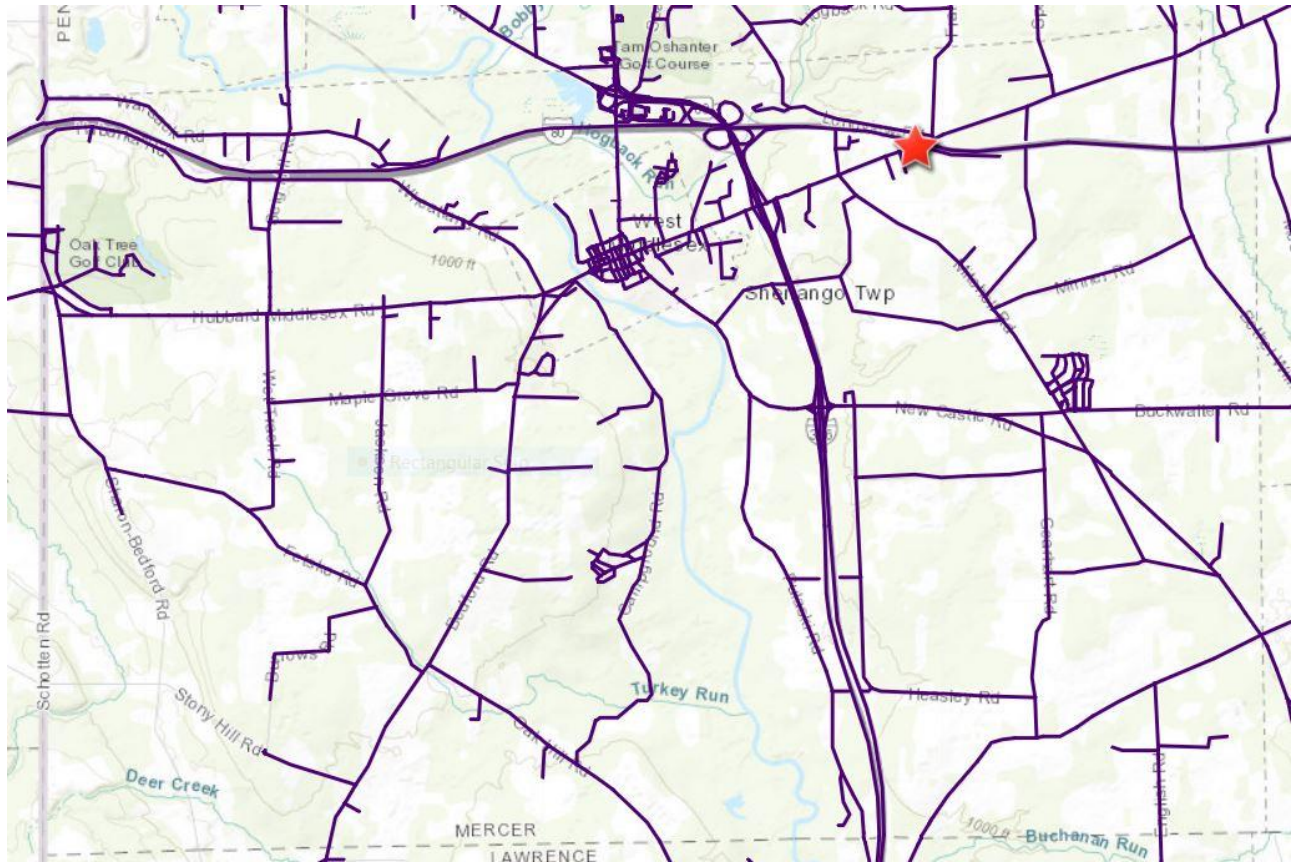
14 Minute Response – Coverage Area with non-reachable Gaps



Proposed Fire Station Location

Mercer West Middlesex Road and Stefanak Drive.

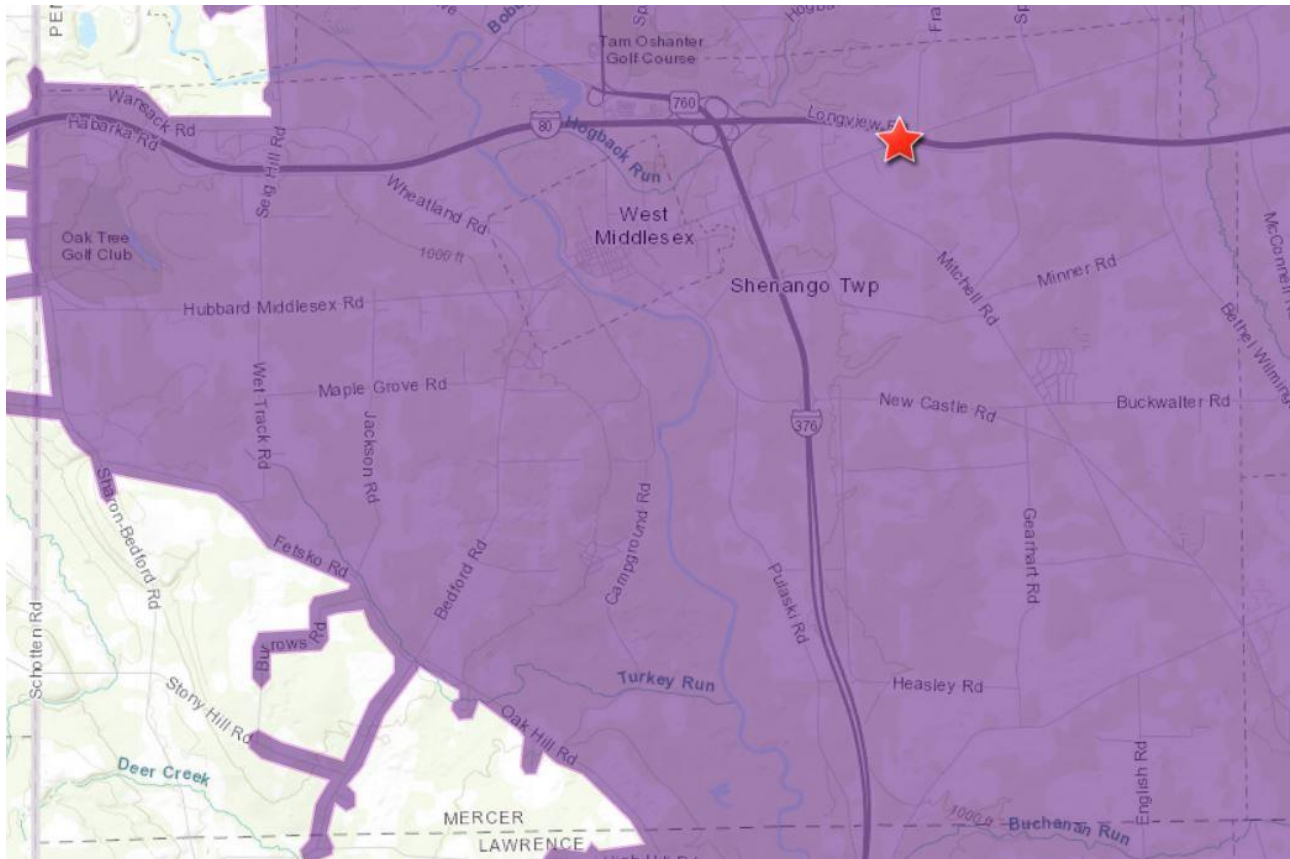
10 Minute Response – Reachable Streets



Proposed Fire Station Location

Mercer West Middlesex Road and Stefanak Drive.

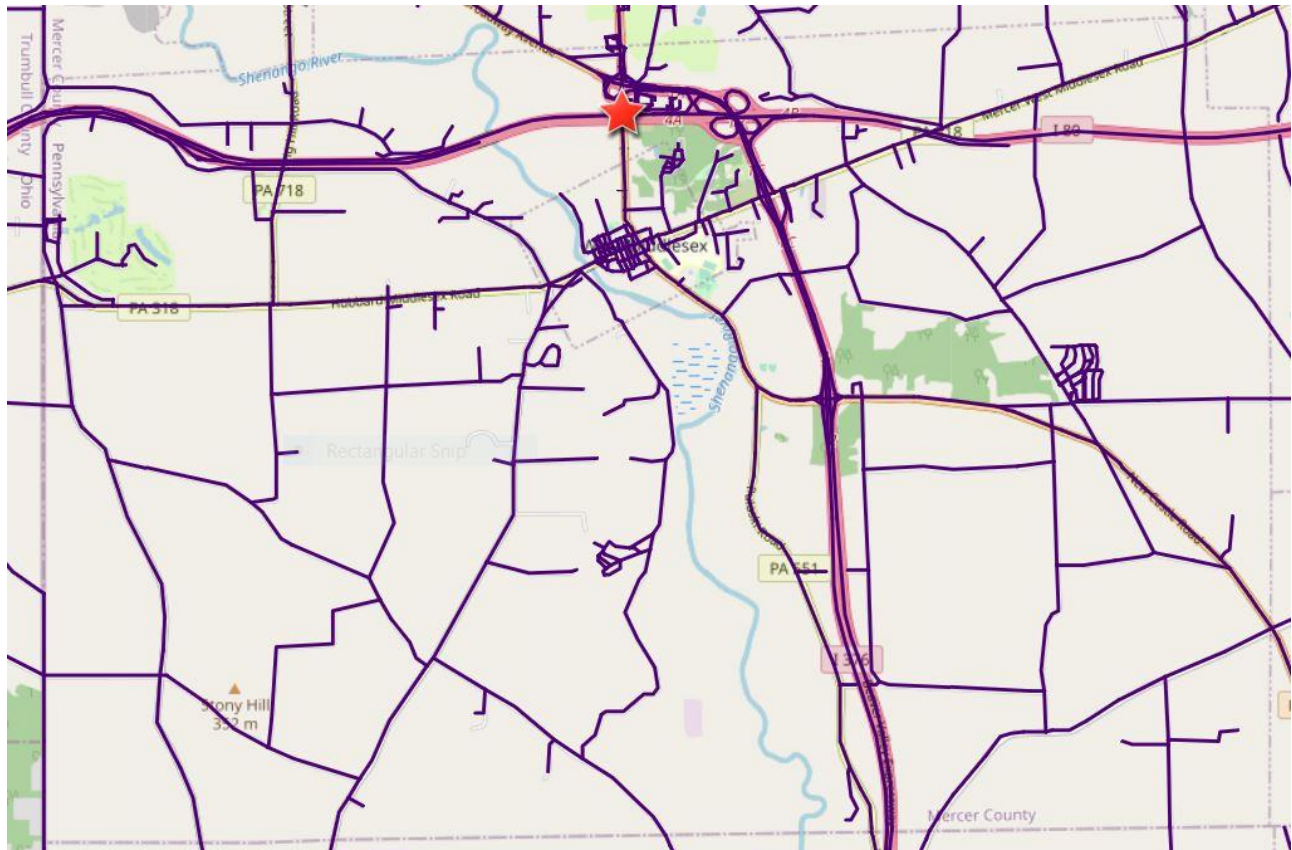
10 Minute Response – Coverage Area with non-reachable Gaps



Proposed Fire Station Location

Sharon Road and Winner Lane

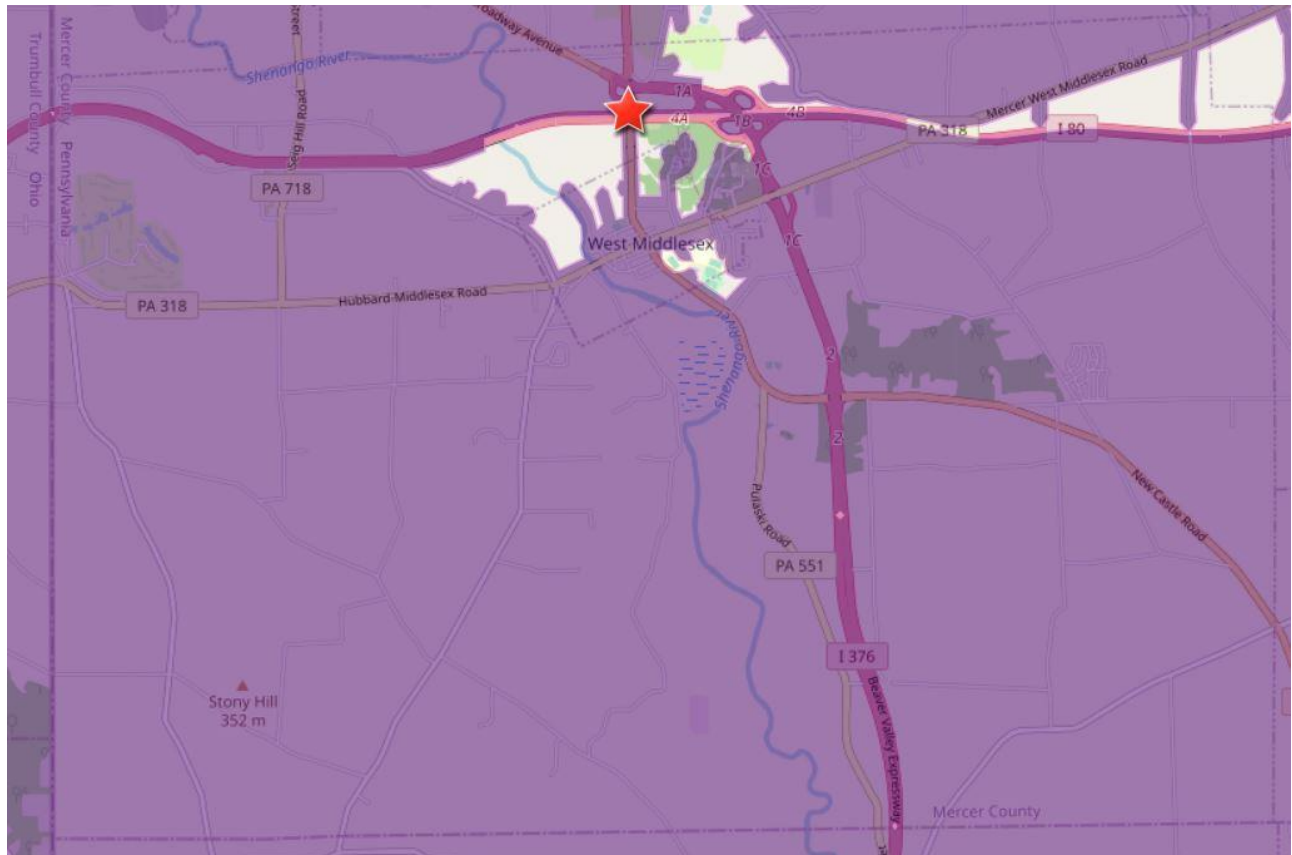
14 Minute Response – Reachable Streets



Proposed Fire Station Location

Sharon Road and Winner Lane.

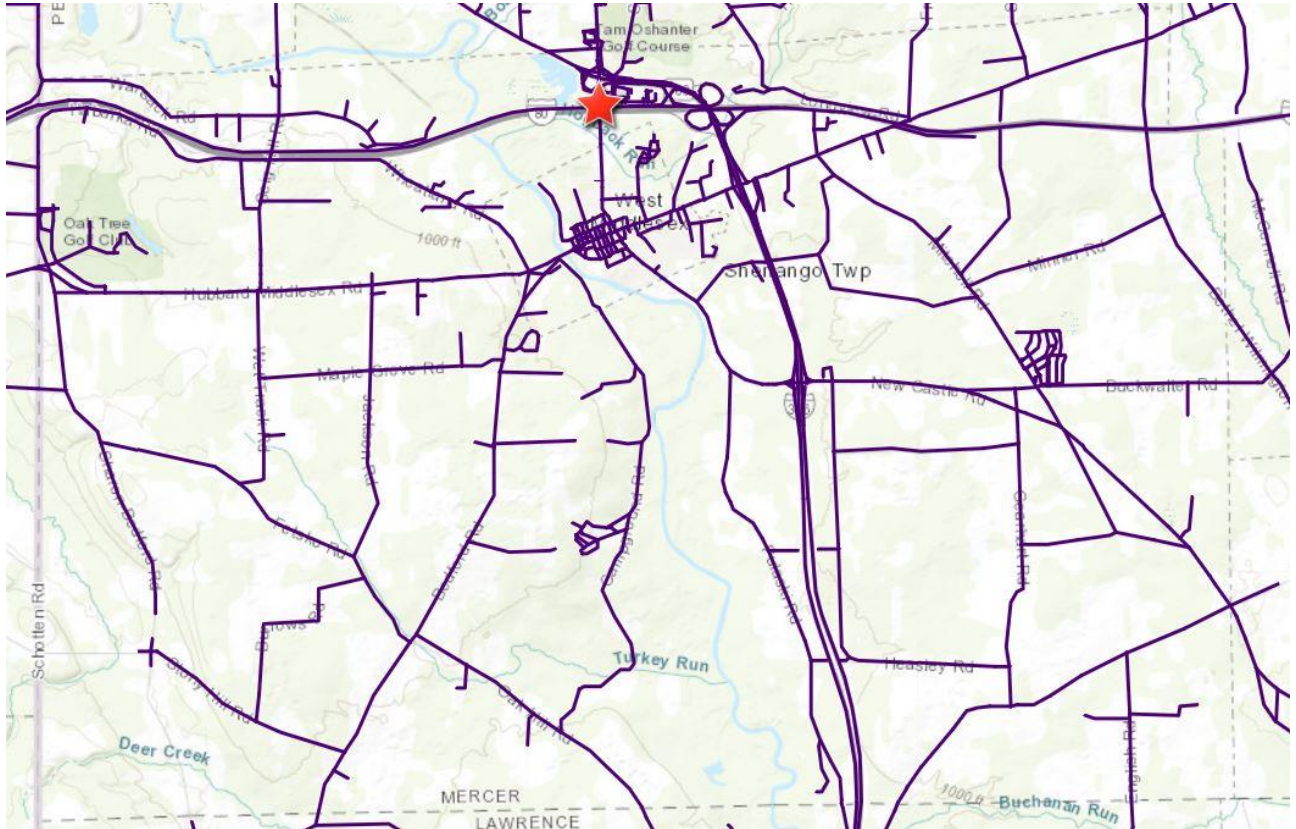
14 Minute Response – Coverage Area with non-reachable Gaps



Proposed Fire Station Location

Sharon Road and Winner Lane.

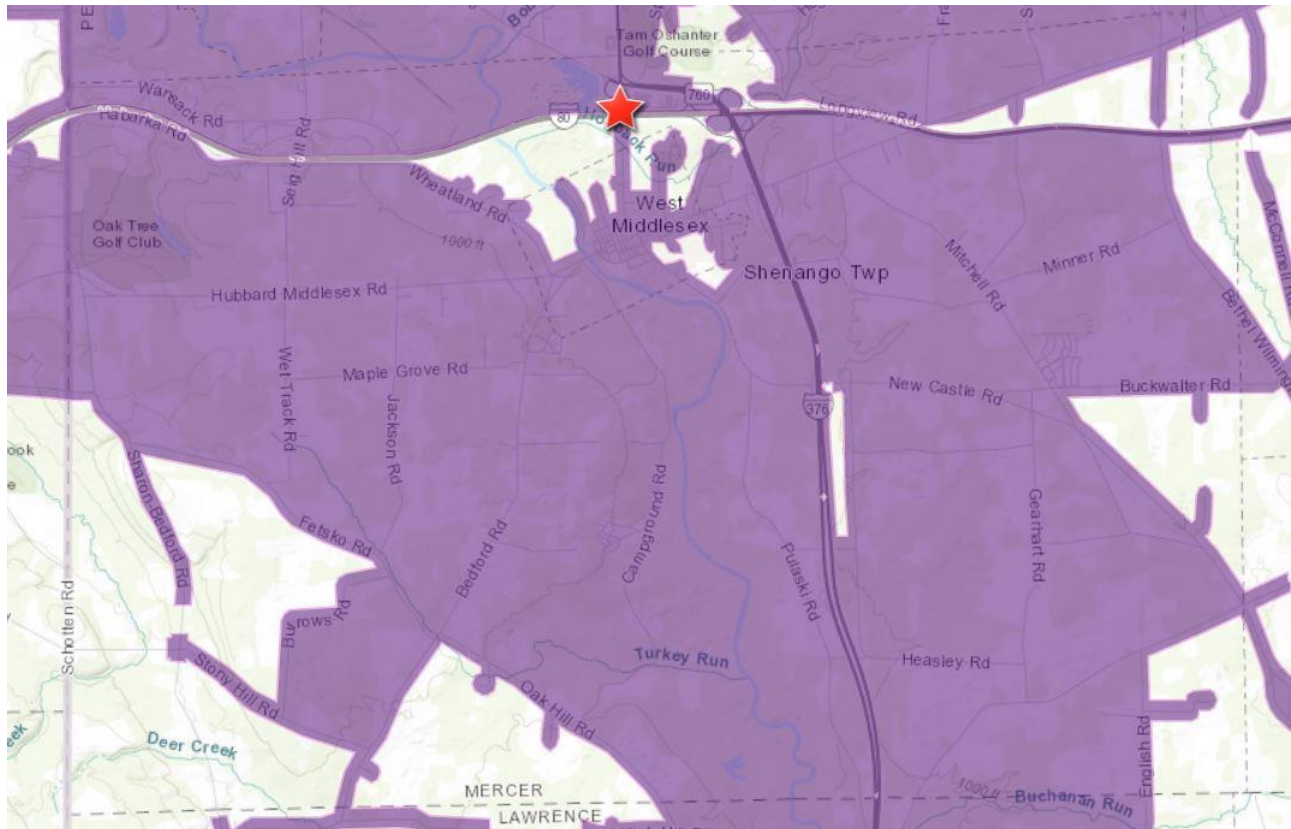
10 Minute Response – Reachable Streets



Proposed Fire Station Location

Sharon Road and Winner Lane.

10 Minute Response – Coverage Area with non-reachable Gaps



Each of these locations meet the NFPA 1720 Demand Zone for the Urban and Suburban Zones respectively. Any consideration of either of these locations should be critiqued with the ability of volunteers responding to alarms to reach the location safely and efficiently. It appears that the Sharon Road location has the edge in that regard.

Recommendation: Operate the Fire Company out of each of the existing Fire Stations for the short-term.

Recommendation: Construct one new Fire Station at the location at either of the above locations based upon the appropriate evaluations as noted.

Fire Apparatus Fleet

If Shenango and West Middlesex implements the core recommendations of this study, a follow-up PA DCED Fire Apparatus Fleet survey should be conducted to reflect those changes.

Planning

A Community Fire Protection Planning Program should be developed. As part of the planning, a Community Risk Analysis should also be conducted.

The plans should have the following ranges.

Short Term: 1 to 3 years

Mid Term: 3 to 5 years

Long Range: 5 to 10 years

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 in the municipalities. 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 in regard to 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

- The municipalities review the Pennsylvania Borough Code and the Second Class Township Code, to see if there are any items the municipalities do not address currently. Several recommendations contained in this report, if accepted, must be reviewed in the context of these codes. Any additions to any service agreements, mutual aid agreements or the municipal codes themselves should be adopted by 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

The West Middlesex and Shenango Fire Companies are community assets. The Township sees the intrinsic value of the services they provide. The analysis, conclusions, and recommendations contained in this report offers the West Middlesex and Shenango community an opportunity to build upon the legacy of the fire protection while striving to improve it for the future with a single fire company.