

**YORK AREA UNITED FIRE AND RESCUE COMMISSION
REGULAR MEETING**

**JULY 15, 2014
APPROVED**

The York Area United Fire and Rescue Commission held a Regular Meeting on Tuesday, July 15, 2014 at 7 p.m. at the Springettsbury Township Offices, 1501 Mt. Zion Road, York, PA

MEMBERS IN

ATTENDANCE: Bill Schenck, Chairman*
Austin Hunt, Vice Chairman*
Kathleen Phan*
Cara Beth Zortman*
Eric Lehmayr*

MEMBERS NOT

IN ATTENDANCE: John Fullmer
George Dvoryak

ALSO IN

ATTENDANCE: Greg Maust, Spring Garden Township Manager
Steve Hovis, Solicitor
Robert McCoy, YAUFR Chief
Sandy Ratcliffe, YAUFR
John Woods, YAUFR Battalion Chief
Dan Hoff, YAUFR Battalion Chief
Don Eckert, YAUFR
Jean Abreght, Stenographer

* (Indicates Voting Member)

1. CALL TO ORDER

A. Opening Ceremony

1. Pledge of Allegiance

SCHENCK Chairman Schenck called the meeting to order and led the Pledge of Allegiance.

2. ANNOUNCEMENT OF EXECUTIVE SESSIONS

SCHENCK Chairman Schenck announced that an Executive Sessions was held following the last meeting, at which time a personnel matter was discussed. An Executive Session will be held immediately following this meeting to discuss a personnel issue.

3. COMMUNICATION FROM CITIZENS

There were no citizen comments.

HUNT Mr. Hunt requested that voting members be identified by asterisk for the record.

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4. MANAGEMENT/ATTORNEY REPORTS:

A. Steve Hovis, Solicitor

HOVIS Attorney Hovis stated he had nothing to report at that moment but would address one item later in the agenda.

B. Robert McCoy, Fire Chief

MCCOY Chief McCoy stated he received notification that the two fire act grants applied for the pumper and the fire prevention vehicle were denied. He will resubmit for next year. He noted they participated in the Can Am games opening ceremonies the previous Sunday. A pumper from Grantley, a mash truck with EMS and the rescue squad from Manchester were sent to the park so the public could view the equipment.

5. ACCOUNTS PAYABLE

A. Payable Listing as of June 30, 2014

**MR. HUNT MOVED TO APPROVE ACCOUNTS PAYABLE LISTING OF JUNE 30, 2014.
MS. ZORTMAN WAS SECOND. MOTION UNANIMOUSLY CARRIED.**

6 BIDS, PROPOSALS & CONTRACTS

There were none for action.

7. COMMUNICATION FROM COMMISSIONERS

It was noted that Mr. Fullmer had been unable to attend recent meetings due to job issues.

8. COMMITTEE REPORTS

A. Volunteer Committee

ECKERT Don Eckert reported a request was received from the contractors to extend the completion date to the end of July. The original deadline is July 18. There will be a contractor's construction meeting on July 16th and he will learn more at that time. They also received notification that the startup of the condenser for the air conditioning will not occur until the first week of August. They will not be able to move in until the air conditioning is done because the living quarters are all centrally located with no windows.

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Mr. Eckert informed the Board that he exercised the last extension on the sale of the existing building. He noted he had to cancel the auction and the settlement date because they were not finished with repairs, consequently they could not move out of the station.

HUNT Mr. Hunt asked if penalties were incurred by exercising the extension.

ECKERT Mr. Eckert stated he paid \$18,000 in interest, which is money loaned from the Relief Association when they bought the property. He noted that will be transferred to the Township. They are waiting to set up the date until after the move for legal reasons.

HUNT Mr. Hunt asked if there is a penalty clause in the construction.

McCOY Chief McCoy stated there is but if Springettsbury Township grants the extension it will extend the penalty period to July 31st. He noted that Lobar had mentioned back in February or March they were behind schedule and thought they would need an extension. Chief McCoy indicated if the Township approved the 31st there would be no damages. They selected August 8th as the move in date with the moving company. They picked the 8th because the condenser technician indicated they anticipate they can be on site between August 4 through 8. He noted if they can get in sooner they will bump it up. There are enough items they can move themselves.

ECKERT Mr. Eckert reported the parking lot is done and most of the light poles are being set today. The parking lot striping and lettering is complete and the bay floor is also done.

9. RESOLUTIONS AND AGREEMENTS

There were none for action.

10. ACTION ON MINUTES

A. Approval of Minutes – June 17, 2014 – Fire Commission Meeting

MR. HUNT MOVED TO ACCEPT THE MINUTES OF JUNE 17, 2014 COMMISSION MEETING AS SUBMITTED. MR. LEHMAYER WAS SECOND. MOTION UNANIMOUSLY CARRIED.

11. OLD BUSINESS

A. Approval – Lease Agreement for Station 891

HOVIS Solicitor Hovis stated that at the last meeting the Commission reached a consensus on the revisions. An approved version of the lease was then forwarded to the Springettsbury Board of Supervisors at the June meeting. The Supervisors approved a version of the lease different from the submitted version consisting of two major changes which need to be acted upon.

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Attorney Hovis indicated the first change dealt with Paragraph 2 – the term. He reiterated the original concept had YAUFR occupying the building for their emergency service use, which is the first floor – the fire trucks, the fire fighters, kitchen, etc. as well as the upstairs which is office space for the administrative team. This would be for the period that ends when Springettsbury and Spring Garden are no longer a part of YAUFR. Consequently, if the entire arrangement was dissolved it would no longer be the home of YAUFR for emergency services nor would the office be located there.

Attorney Hovis stated the Board of Supervisors wanted to separate those two functions. In the version he received, it indicated that the tenant (the tenant being YAUFR) could occupy the premises for emergency services which he assumed is defined as the fire function so long as or until Springettsbury is no longer participating or contracting the municipality with YAUFR. However, they broke out the administrative side of things and said that the term of tenants' use of the premises for offices shall coincide with the term of the YAUFR Charter Agreement dated September 6, 2007 as amended. The term for provision as set forth in the Charter Agreement reads "that the initial term of this agreement shall begin on the effective date and shall end on December 31, 2017. The term shall renew automatically from year to year thereafter subject to the dissolution provisions hereof". The basic concept is there will be a 10-year period that Spring Garden and Springettsbury will be locked into this relationship. After that on an annual basis, either party could provide notice that they are removing themselves from the Charter Agreement and will no longer participate. So YAUFR may continue if someone comes in, but Spring Garden or Springettsbury could opt out with a one-year notice. The term is perpetual, but that first stated term was for the purpose of being locked into this for 10 years.

Attorney Hovis noted the other issue concerned the payment of expenses and who would be responsible for paying utilities. The Commission originally approved the lease for YAUFR to pay the majority of it but also having the ability to apportion out some of those expenses. In addition, there was specific language related to EMS being provided by a "for profit" third party. Attorney Hovis indicated the Board of Supervisors discussed in the past eliminating itself from providing EMS services and going out with an RFP to have a "for profit" or other third party provider for the Township, which would obligate them to pay their proportionate share of the utilities and other expenses associated with that facility. Springettsbury came back and indicated they want YAUFR to pay for all the utilities including those utilized by this third party.

Discussion was held regarding Page 4, Section F pertaining to outsourcing the EMS. It was noted the blue text was added by YAUFR. Attorney Hovis indicated that the Board was deleting it.

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- McCOY** Chief McCoy indicated there is no way he could split it out the utilities. He felt it made sense that they continue to pay them.
- PHAN** Ms. Phan asked Attorney Hovis how proportionate share is legally defined.
- HOVIS** Attorney Hovis stated the compromise is the last sentence “Springettsbury tenant and the third party entity shall agree upon the allocation of the set expenses prior to any assignment of tenants’ rights under this agreement to said third party”. He noted that once Springettsbury made a determination they were going to go out on an RFP basis, they would determine the proportionate share of expenses that would be paid by the ambulance so they could put it in their RFP. Then it would be up to Springettsbury and YAUFR to determine the percentage. That would be plugged into their RFP to state that, in accordance with the RFP, the EMS provider shall provide x% of the expenses associated with the operation of that facility.
- HUNT** Mr. Hunt asked how YAUFR would maintain its negotiation power.
- HOVIS** Attorney Hovis stated that Springettsbury and YAUFR would be dictating the proportionate to the third party prior to entering into any contract.
- HUNT** Mr. Hunt stated they wanted to assure that the negotiating power of Spring Garden and Manchester are protected because the Springettsbury money is in and out. He felt that they needed a voice in paying or not paying the Manchester/Spring Garden portion of the YAUFR budget.
- HOVIS** Attorney Hovis noted the version, as proposed by Springettsbury, provides Manchester and Spring Garden zero leverage, since YAUFR is paying for all utilities. It does not open it up for negotiation.
- LEHMAYER** Mr. Lehmayr stated he recalled this came up because the question was that if a third party EMS came in and assuming that they were a ‘for profit’ organization, then they should not have their space free.
- HOVIS** Attorney Hovis stated since Springettsbury has contemplated termination of the lease for the office space on a certain date, he suggested a compromise that may be acceptable to both parties. The term of the office and the emergency services would be consistent with the life of Springettsbury being part of this YAUFR organization, but include the expenses for EMS in the expenses that YAUFR pays. The commission gets the reassurance that this would be a home for their office for as long as Springettsbury is a member and for that YAUFR will pick up the expenses. In regards to Manchester then a negotiation may be necessary to deal with those consecutive relationships and future contracts. The message to Manchester could be the reason the compromise was made is because this is the office space for YAUFR and therefore an exception the

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Commission was willing to accept to pay the utilities of not only Springettsbury EMS, but possibly a third party in the future.

The Commission's general consensus was that this was reasonable. They also agreed that YAUFR pays the utilities no matter what.

SCHENCK Chairman Schenck stated he did not agree with the position Springettsbury took that this should terminate at the end of 2017. The board did not make a decision. He noted the original language indicates as long as YAUFR is in business that is the term.

Discussion was held regarding the following:

Page 1 Section 2 – As stated in the Board of Supervisor comments the lease would expire at the end of December 31, 2017 for the YAUFR office to be in the building and a new lease agreement would need to be established. It was agreed to make an amendment to request the supervisors to reconsider the original language, striking the red underlined second sentence.

Page 2 – There was no issue on page 2 relating to ads which was to recognize the volunteer activities.

Page 4 - Expenses - It was noted YAUFR added what is in blue wording. The first, second and third sentence is the original language. YAUFR struck those and replaced it with what is underlined in red. What YAUFR said is to take out the proportionate shares of these different entities, except if a "for profit" EMS comes in YAUFR expects that entity to pay their fair share. The proportionate share could be negotiated if the situation arises.

Agree to strike "tenant and the third party entity". The landlord and the tenant shall agree upon the allocation of the said expenses. May want to strike out the proportionate language and strike out taking into account the area to which they will have exclusive use, indicating "shall pay for a negotiated share of utilities" and define what they are. Strike out "taking into account down to company and tenant use". Add "The Landlord and tenant shall agree upon the allocation of said expenses prior to any assignment of tenant's rights under this agreement to said third party."

There is no guidance on what the proportionate share should be since the word 'proportionate' has been taken out to be totally negotiated.

MS. PHAN MOVED TO REMOVE ALL WORDING IN COLOR ON PAGE 4, LEAVING THE FIRST SENTENCE IN BLACK. CHAIRMAN SCHENCK SECONDED. MOTION UNANIMOUSLY PASSED.

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MS. ZORTMAN MOVED TO APPROVE THE EDIT TO PAGE 1 WHICH WAS TO GO BACK TO THE ORIGINAL LANGUAGE. MR. HUNT WAS SECOND. MOTION UNANIMOUSLY PASSED.

12. NEW BUSINESS

McCOY Chief McCoy stated they need approval for the fire police to be covered under workers comp for any volunteer events. He noted he received a request for the fire police to participate in the Can Am games and the County Convention that will be held in August in West York. The fire police will be acting in the capacity as fire police not as athletes.

MS. ZORTMAN MOVED TO APPROVE THE ACTIVITIES. MR. HUNT WAS SECOND. MOTION UNANIMOUSLY PASSED.

13. ADJOURNMENT

SCHENCK Chairman Schenck reminded the board of the Executive Session to be held immediately following adjournment. He adjourned the meeting at 8:15 p.m.

Respectfully submitted,

Signature on File at YAUFR Headquarters

John Fullmer
Secretary

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