



Commission Meeting

July 15, 2025

7:00 p.m.

1. CALL TO ORDER
 - A. Opening Ceremony
 - B. Swearing in Ceremony
2. ANNOUNCEMENT OF EXECUTIVE SESSIONS
3. PUBLIC COMMENT
4. MANAGEMENT/ATTORNEY REPORTS
 - A. Walter A. Tilley III, Solicitor
 - B. Daniel Hoff, Fire Chief
5. ACCOUNTS PAYABLES
 - A. Approve: Payable listing as of June 30, 2025
6. BIDS, PROPOSALS & CONTRACTS
7. COMMUNICATION FROM COMMISSIONERS
8. COMMITTEE REPORTS
 - A. Volunteer Committee
 - B. Personnel Committee
9. RESOLUTIONS AND AGREEMENTS
 - A. Adopt:
10. ACTION ON MINUTES
 - A. Approve: Minutes from June 17, 2025
11. OLD BUSINESS
 - A. Discuss/Approve forwarding the following revisions to Charter municipalities for recommended approval:

- i. Charter Agreement Text Amendments to Article III. Section B.

In addition to the foregoing, the Commission shall have the following express authority:



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1. Lease, sell and purchase real estate;
2. Lease, sell and purchase personal property;
3. ~~Enter into contracts for the purchase of goods and services, and collective bargaining agreements;~~ Enter into contracts with any person, fire department, business, partnership, corporation, unincorporated association, labor union, non-profit organization, educational organization, governmental entity, quasi-governmental entity or any other organization or entity for:
 - a. The purchase, sale, or lease of materials, goods, supplies, equipment, and services.
 - b. Collective bargaining agreements.
 - c. Employment agreements for full-time, part-time and temporary employees, and independent contractors.
 - d. Grants, endowments, donations, contributions, subsidies, and awards.
 - e. Any other contract with any person or entity in furtherance of the mission, services, duties, activities, and jurisdiction of the Department.
4. Hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
5. Serve as a hearing board for employee grievances;
6. Establish and maintain bank accounts and other financial accounts;
7. Invest monies in investments authorized for municipalities of the Commonwealth of Pennsylvania;
8. Borrow monies;



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9. Establish and fund employee benefit programs, including a pension fund;
10. Delegate any of its powers, express or implied, to its Fire Chief or his/her designee;
11. Obtain, legal, accounting and other professional services;
12. Establish and fund employee benefit programs, group, insurance, and social security benefits;
13. Adopt bylaws and policies consistent with this Charter and its Purpose as stated in Article II; and
14. ~~Enter into contracts and cooperative relationships with volunteer fire companies and other related parties for the providing of support and training.~~ Enter into intergovernmental cooperation agreements, contracts, agreements, memoranda of understanding, and cooperative relationships with:
 - a. Volunteer, paid, municipal, regional, and other fire departments and emergency service providers,
 - b. Municipalities and municipal authorities,
 - c. The Commonwealth of Pennsylvania and any of its departments, bureaus, and agencies,
 - d. The federal government and any of its departments, bureaus, and agencies, and
 - e. Other governmental entities or agencies, and
 - f. School districts, and private or public schools, vocational or technical schools, and colleges and universities, and
 - g. Any other entity organized or existing for the purpose of providing education or training, and
 - h. Any public or private foundation, business, corporation, partnership, non-profit organization or other entity, for any purpose in furtherance of the mission, services, duties, activities, and jurisdiction of the Department,



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including but not limited to applying for, receiving, and utilizing grants, endowments, donations, contributions, subsidies, and awards or other funding, or to receive or provide training or support.

ii. Charter Agreement Text Amendments to Article III. Section C.

Notwithstanding anything to the contrary set forth above, the Commission shall not enter into any lease or financing transaction in any calendar year which, when added with all similar obligations shall exceed in the aggregate \$100,000, that requires the allocation of funds beyond the current fiscal year, unless or until a resolution authorizing the same shall have been adopted by ~~two-thirds (66.66%) seventy-five (75%) percent~~ of the Charter Municipalities. The debt or obligations referred to herein shall not include those arising from the approval of a collective bargaining agreement.

iii. Charter Agreement Text Amendments to Article V. Section B.

The Commission shall initially consist of two representatives from Springettsbury, two representatives from Spring Garden and one citizen-at-large. The citizen-at-large shall be appointed for a two-year term. This appointment shall be on a rotating basis between the Charter Municipalities. The citizen must be a resident of a Charter Municipality. The citizen-at-large shall not be a sitting elected official (township supervisor/commissioner), township employee or YAUFR employee. Spring Garden Township shall appoint the first citizen-at-large for a two-year term.



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iv. Charter Agreement Text Amendments to Article V. Section G.

The officers of the Commission shall be Chairman, Vice-Chairman, ~~and~~ Secretary/~~and~~ Treasurer, and such other officers as the Commission may deem necessary and appropriate. Duties of the officers shall be as prescribed by Roberts Rules of Order, Revised, or as modified by any duly-adopted bylaws of the Commission.

v. Charter Agreement Text Amendments to Article V. Section K.

Effective January 1, 2018, the Commission shall consist of two (2) representatives from Springettsbury, two (2) representatives from Spring Garden, two (2) representatives from Manchester and one (1) citizen-at-large. The citizen-at-large shall be appointed for a two-year term ~~and shall not be an elected representative or an employee from any of the YAUFR municipalities.~~ The citizen-at-large shall not be a sitting elected official (township supervisor/commissioner), township employee or YAUFR employee. The citizen-at-large appointment shall be on a rotating basis starting with Springettsbury - January 2018; Spring Garden - January 2020; and Manchester - January 2022. The citizen-at-large must be a resident of a Charter Municipality and ~~shall not be a sitting elected official (township supervisor/commissioner) township employee or YAUFR employee.~~ Manchester shall initially appoint one (1) fire commission representative with a term ending on the first meeting in January 2019, and one (1) fire commission representative with a term ending on the



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first meeting in January 2020. Thereafter, the term of office for all Manchester appointments shall be for two (2) years.

vi. **Charter Agreement Text Amendments to Article VIII. Section A.**

The Commission shall prepare a draft of the Department's annual budget for consideration no later than ~~September 1st~~ the regularly scheduled August commission meeting, of the year preceding the budget year. The draft budget shall include a detailed line-item allocation for the various revenue and expense items anticipated for the budget year along with a five (5) year capital expenditure and financing plan. ~~Thereafter and during the month of September the Commission shall call, as a joint meeting with all Charter Municipalities, a special meeting for the purpose of presenting to the Charter Municipalities the proposed budget and an annual report of the fire department activities and finances.~~ At the regularly scheduled August meeting of the YAUFR Commission, the draft budget will be presented to the commission for approval to present to the managers of the charter townships. Following consultation with the charter township managers, the final draft will then be presented to the YAUFR Commission at the regularly scheduled September meeting for approval to be presented to the charter township boards for approval. ~~Two-thirds (66.66%) Seventy-five (75%) percent~~ of the Charter Municipalities shall approve the Department's annual budget. Upon approval by ~~two-thirds (66.66%) seventy-five (75%) percent~~ of the



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Charter Municipalities, the budget shall become effective for the year for which it was formulated. If required approval is not obtained on or before the date of the December meeting of the Commission, the prior year's budget shall be operative until the new budget is approved by ~~two-thirds (66.66%) seventy-five (75%) percent~~ of the Charter Municipalities. Each Charter Municipality shall make payment of its annual funding assessment bimonthly on the first day of the appropriate month. Contracting Municipalities, if any, shall pay fees as set forth in their negotiated contract.

vii. Charter Agreement Text Amendments to Article XIV. Section C.

In interpreting the language of Section B, describing the costs of withdrawal to be borne by the withdrawing Charter Municipality, a liberal, broad and comprehensive interpretation of those costs is appropriate. Clearly, the costs, obligations and liabilities at the effective date of any withdrawal must be evaluated, on a case-by-case basis, before being determined and assessed against a withdrawing Charter Municipality. The following constitutes a listing of identifiable costs, obligations, and liabilities which may be assessed by the Commission upon a withdrawing Charter Municipality, and is subject to modification, addition, or subtraction on a case-by-case basis:

1. unemployment compensation;



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2. contingent welfare benefit costs;
3. awards and legal fees regarding collective bargaining agreements and unfair labor practices;
4. cost increases to remaining Charter Municipalities;
5. increased accounting, actuarial and legal fees.
6. Any pension liability costs

B. Discuss: Article XIV. Section E.

Any Charter Municipality desiring to withdraw from the Department must provide written notice of its intent to do so to the Commission and all other Charter

Municipalities at least one (1) year prior to the effective date of such withdrawal. **MT**

Question - If notice to withdraw is given, but there is a change of elected officials in a member municipality, could the existing YAUFR board vote to allow the withdraw notice to be retracted?

C. Discuss: Article XIV. Section C.

Upon withdrawal, a Charter Municipality shall receive, in cash or in kind, as determined by the Commission, an amount equal to its capital contribution as reflected in Exhibit A or B, subject to deduction or adjustment for depreciation and obsolescence, less any sums due to the Commission pursuant to Sections B and C of this Article, payable, at the discretion of the Commission, either in a lump sum within thirty (30) days after the



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effective date of withdrawal, or in three equal annual installments, with the first payment due within thirty (30) days of the effective date of withdrawal, and succeeding payments due on or before the expiration of two years thereafter. **MT Question - Is there any benefit to offering a quarterly payment schedule, or reducing the maximum of 3 years, to 2 years?**

D. Discuss: Article XII. Section B.

The Commission shall maintain liability insurance coverage against claims arising out of its fire activities in amounts deemed adequate by the Commission. Each Participating Municipality and Commission agree to cause any insurance policy providing liability coverage against claims arising out of the Department's fire activities, whether within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against any Participating Municipality as to any and all causes of action or claims against all other Participating Municipalities hereto which may arise out of fire activities hereunder. The Department shall be a named insured under such policies, and a certificate evidencing such coverage shall be supplied to the Commission annually. **MT Question - Should there be liability coverage for all commissioners?**

E. Discuss: **MT Question regarding voting - Why not a majority vote for all sections?**

F. Discuss: Article V. Section H and I.

Section H. The Commission shall hold its initial organizational meeting within forty-five



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(45) days of the Effective Date of the Original Charter Agreement. Thereafter, the Commission shall take all necessary steps within its power to make the Department operational within one hundred fifty (150) days of the Effective Date of the Original Charter Agreement.

Section I. Within one hundred twenty (120) days of the Effective Date of the Original Charter Agreement, the Commission shall provide to Spring Garden and Springettsbury, as well as any other then existing Charter Municipalities, written notice that the Department is prepared to become operational upon the staffing of fire fighters, volunteers and civilian employees under Article III, Section D, above, and conveyance of fire equipment by Spring Garden and Springettsbury under Article IX, Section B, below.

MT Question - Are section H and I still applicable?

G. Discuss/Approve for Recommendation to the Charter Municipalities:

i. Funding Formula Calculation

H. Discuss/Approve: YAUFR Community Risk Assessment & Standards of Cover

12. NEW BUSINESS

13. ADJOURNMENT