

**NEWBERRY TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION NO. 2026-18

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF NEWBERRY
TOWNSHIP, YORK COUNTY, PENNSYLVANIA, AMENDING AND
REPLACING RESOLUTION NO. 2024-38 AND AUTHORIZING A
SUPERSEDING PAID FIRE DRIVER REIMBURSEMENT AGREEMENT
AND MEMORANDUM OF UNDERSTANDING WITH NEWBERRY
TOWNSHIP FIRE DEPARTMENT, STATION 31.**

WHEREAS, Newberry Township (the "Township") is a township of the second class governed by the Second Class Township Code; and

WHEREAS, the Board of Supervisors is charged with the general governance of the Township and the execution of legislative, executive, and administrative powers to secure the health, safety, and welfare of the citizens of the Township; and

WHEREAS, the Township is responsible for ensuring that fire and emergency medical services are provided within the Township by the means and to the extent determined by the Township, including appropriate financial and administrative assistance for those services; and

WHEREAS, the Board of Supervisors may appropriate monies to fire companies located in the Township for the operation and maintenance of fire companies, fire apparatus, fire company houses, and training in order to secure fire protection for the inhabitants of the Township; and

WHEREAS, the Board of Supervisors may levy and use lawful fire tax funds for authorized fire protection purposes, including appropriations to fire companies and, subject to applicable limitations, salaries, benefits, or other compensation of fire suppression employees of the Township or a fire company serving the Township; and

WHEREAS, the Board of Supervisors previously adopted Resolution No. 2024-38 to create a Professional Driver/Operator Program and to authorize a Memorandum of Understanding for the program; and

WHEREAS, the 2024 Professional Driver/Operator Program Memorandum of Understanding contemplated that Driver/Operators would be Township employees and would be administered as part-time Township employees under the prior program structure; and

WHEREAS, the Board of Supervisors now desires to revise the structure of the program so that paid fire drivers are employed solely by Newberry Township Fire Department, Station 31 (the "Fire Department"), and are no longer Township employees; and

WHEREAS, the Township desires to provide advance funding and reconciliation payments to the Fire Department for approved paid fire driver costs from the Fire Tax Fund,

including eligible wages at Nineteen Dollars (\$19.00) per hour, applicable employer payroll taxes and mandatory employer payroll costs, payroll service costs not to exceed One Hundred Twenty Dollars (\$120.00) per month, and reasonable documented payroll implementation and setup costs; and

WHEREAS, the Township has historically provided workers' compensation coverage and paid fire apparatus/vehicle insurance coverage for fire service purposes, including before creation of the paid fire driver program, and desires to continue those limited coverage arrangements separately from the advance-funding and reconciliation process; and

WHEREAS, the Board of Supervisors finds that continuing paid fire driver coverage through an advance-funding and reconciliation arrangement with the Fire Department serves a lawful fire protection purpose and promotes the health, safety, and welfare of Township residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Newberry Township, York County, Pennsylvania, as follows:

Section 1. Resolution No. 2024-38 Amended and Replaced. Resolution No. 2024-38 is hereby amended, restated, and replaced to the extent it established, authorized, or contemplated direct Township employment of paid Driver/Operators. All resolutions or parts of resolutions inconsistent with this Resolution are repealed or superseded to the extent of the inconsistency.

Section 2. Superseding Agreement Authorized. The Board of Supervisors authorizes the Township to enter into the Superseding Paid Fire Driver Reimbursement Agreement and Memorandum of Understanding attached hereto as Exhibit A with Newberry Township Fire Department, Station 31. The agreement is intended to replace the prior Professional Driver/Operator Program Memorandum of Understanding as to the Township and the Fire Department upon execution, subject to any additional termination, consent, release, or acknowledgment required from another participating fire department or signatory.

Section 3. Fire Department Employment and Supervision of Paid Drivers. Effective upon execution of the agreement authorized by this Resolution and completion of the necessary transition steps, paid fire drivers covered by the program shall be employees solely of the Fire Department and shall not be Township employees, agents, borrowed servants, or representatives. The Fire Department shall be responsible for hiring, daily supervision, scheduling, staffing, assignment, evaluation, discipline, discharge, payroll, payroll tax withholding and reporting, unemployment compensation, training, and compliance with applicable employment and labor laws, except for the limited workers' compensation and fire apparatus/vehicle insurance arrangements expressly addressed herein. Neither the Township nor Stations 27 or 28 shall directly schedule, supervise, evaluate, discipline, discharge, or otherwise direct a paid-driver employee. Requests for staffing or coverage shall be communicated to the Fire Chief or designee. Lawful emergency incident-command authority after response is unaffected.

Section 4. Approved Duties. The primary role of each paid fire driver shall be driver/operator coverage and apparatus readiness. Paid fire drivers may also perform equipment inspection, equipment maintenance support, station and apparatus readiness

tasks, emergency response readiness, training, fire prevention support, public education support, and other fire-service duties assigned and supervised by the Fire Department, provided that those duties do not interfere with driver coverage. The Fire Department shall ensure that paid fire drivers meet all applicable training, licensing, certification, operational, driver-eligibility, and insurance requirements for the duties assigned.

Section 4A. Townshipwide Service and Station Coverage. The Township shall define the scope of services eligible for Township funding under the paid-driver program. As a condition of Township funding, the Fire Department shall make paid-driver services available for driver/operator coverage and other approved duties at Stations 27 and 28 based upon operational need. The Fire Department shall retain exclusive responsibility for supervising, scheduling, staffing, and assigning its employees. Stations 27 and 28 shall submit requests for paid-driver coverage or work through the Fire Chief or designee and shall not directly supervise, evaluate, discipline, discharge, or otherwise exercise employment authority over a paid-driver employee. The Fire Chief or designee shall coordinate such assignments in a manner that preserves driver coverage as the primary purpose of the program.

Section 5. Approved Schedule and Weekly Program Limit. The Fire Department may schedule the paid-driver program on weekdays or weekends based upon operational need. The Township shall provide funding for up to seventy (70) actual paid-driver hours per workweek across all paid drivers. Actual paid-driver hours may include regularly scheduled hours, incident response, holdovers, training, station duty, and other authorized paid-driver work, subject to the requirement that driver coverage remain the primary purpose of the program. The Fire Department shall utilize multiple part-time paid drivers as necessary so that no individual paid fire driver works more than thirty (30) hours per week under the program. The Fire Department may schedule hours above seventy (70) in a workweek at its own expense and shall be responsible for all wages, legally required wage premiums, and related mandatory employer payroll costs attributable to those excess hours, unless the Board of Supervisors approves the additional Township-funded hours or costs in advance and in writing. Unused hours may not be carried forward, banked, or used to increase the Township-funded limit in another workweek.

Section 6. Advance Funding and Reconciliation. Subject to annual appropriation, availability of lawful Fire Tax Fund monies, and submission of acceptable documentation, the Township shall provide monthly advance funding to the Fire Department based upon projected eligible program costs, followed by monthly reconciliation of the following approved costs:

- (a) eligible paid fire driver hours at a Township-funded wage rate of Nineteen Dollars (\$19.00) per hour, not to exceed seventy (70) total program hours per workweek across all paid drivers;
- (b) employer payroll taxes and other mandatory employer payroll costs directly attributable to the Township-funded wages;
- (c) actual payroll service costs incurred for administration of the paid fire driver payroll, not to exceed One Hundred Twenty Dollars (\$120.00) per month; and
- (d) reasonable and documented initial payroll implementation and setup costs.

The Fire Department shall notify the Township in writing before any increase in payroll administration or related program costs. No amount above the limits approved by this Resolution shall be Township-funded unless approved in advance by the Board of Supervisors.

Section 7. Dedicated Account and Use of Funds. The Fire Department shall maintain a separate checking account in its legal name for the Paid Fire Driver Program. Township advances and any Fire Department contributions for paid-driver expenses shall be deposited into that account, and disbursements shall be limited to authorized paid-driver wages, payroll taxes, mandatory employer payroll costs, payroll service costs, and other program expenses approved by the Board of Supervisors. Funds allocated for a workweek but not used for approved costs may not be banked, carried forward, or used for another purpose and shall be credited against a future Township advance or returned to the Township through the monthly reconciliation process.

Section 8. Workers' Compensation and Fire Apparatus/Vehicle Coverage. The Township has historically paid workers' compensation coverage and fire apparatus/vehicle insurance coverage for fire service purposes, including before creation of the paid fire driver program. Those limited coverage arrangements shall continue separately from the advance-funding and reconciliation process unless otherwise modified by the Board of Supervisors. The Fire Department shall cooperate with the Township and its insurance carriers regarding driver eligibility, enrollment, classification, incident reporting, claims handling, and other coverage requirements. Township-paid coverage is limited to workers' compensation and fire apparatus/vehicle insurance and does not include health, dental, vision, life, or disability insurance; pension benefits; paid leave; fringe benefits; or any other employee benefit for paid fire drivers.

Section 9. Non-Funded Costs. Unless approved in advance by the Board of Supervisors, the Township shall not fund bonuses, stipends, paid leave, holiday premiums, health insurance, pension benefits, fringe benefits, penalties, interest, late fees, administrative overhead other than the approved payroll service and setup costs, or costs unrelated to the paid fire driver services described herein. Hours above seventy (70) in a workweek, legally required wage premiums, and related employer payroll costs attributable to those excess hours are the responsibility of the Fire Department unless the Board of Supervisors approves Township funding in advance and in writing.

Section 10. Monthly Documentation and Review. The Fire Department shall provide a monthly reconciliation with supporting documentation sufficient for the Township to verify dates and hours worked by each paid driver, the station or location at which the paid-driver duties were performed, total weekly Township-funded hours, any Fire Department-funded hours above seventy (70), wage rates, gross wages, employer payroll taxes and mandatory employer payroll costs, payroll service and setup costs, all deposits and disbursements from the dedicated account, beginning and ending account balances, and any amount to be credited or returned. Supporting records shall include timesheets, payroll reports, payroll-tax summaries, payroll-provider invoices, and a monthly bank statement provided to the Township Comptroller. The documentation shall demonstrate that no more than seventy (70) total hours per workweek were Township-funded, no individual paid fire driver exceeded thirty (30) hours per week under the program, and unused weekly funds were not banked or

used for another purpose. The Township may withhold or deny funding for incomplete documentation or costs outside the approved scope.

Section 11. Prior MOU and Transition Authority. The Township Manager, Township Comptroller, Township Solicitor, Chairman of the Board of Supervisors, and other proper Township officials are authorized to take all actions necessary to transition from the prior Township-employed Driver/Operator Program to the Fire Department-employed paid fire driver advance-funding and reconciliation model, including providing or obtaining any required notice, termination, amendment, release, or acknowledgment related to the prior Memorandum of Understanding.

Section 12. Effective Date; Program Transition Date; Renewal and Termination. This Resolution shall become effective immediately upon adoption by the Board of Supervisors. The transition of the Paid Fire Driver Program from Township employment to Fire Department employment shall occur on a Program Transition Date designated in writing by the Township Manager after confirmation that the Fire Department has completed the necessary payroll, employment, workers' compensation, fire apparatus/vehicle insurance, scheduling, banking, and administrative requirements. The Program Transition Date shall be no later than October 1, 2026, unless extended by action of the Board of Supervisors. Township funding obligations under the revised program shall begin only as of the Program Transition Date and shall not apply retroactively unless expressly approved by the Board of Supervisors. Until the Program Transition Date, the existing Driver/Operator Program structure shall remain in effect unless otherwise directed by the Board of Supervisors. The superseding agreement shall remain in effect through December 31, 2026, and shall automatically renew for successive one-year terms unless either party provides at least ninety (90) days' written notice of non-renewal. Either party may terminate the agreement during a term upon at least ninety (90) days' written notice. Every renewal and all Township funding obligations remain subject to annual budget approval, appropriation of funds, and the lawful availability of Fire Tax Fund monies.

Section 13. Severability. If any provision of this Resolution is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

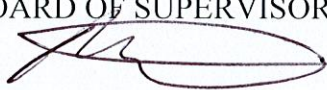
RESOLVED this 25th day of August, 2026.

ATTEST:



Aaron Schwartz, Secretary

NEWBERRY TOWNSHIP
BOARD OF SUPERVISORS



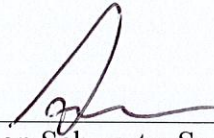
Mario Eckert, Chairman



CERTIFICATE

I, the undersigned, Secretary of the Board of Supervisors of Newberry Township, York County, Pennsylvania, certify that the foregoing is a true and correct copy of a Resolution of the Board of Supervisors of Newberry Township which was duly adopted by 4 to 0 affirmative vote of the members of the Board of Supervisors at an open public meeting held after notice required by law on AUGUST 25, 2026; that said Resolution has been recorded in the Resolution Book of the Township; and that said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and affix the official seal of Newberry Township on this 25th day of August, 2026.



Aaron Schwartz, Secretary

