

**NORTH FRANKLIN TOWNSHIP**  
**Washington County**

ORDINANCE NO. 7-2020

**AN ORDINANCE OF THE TOWNSHIP OF NORTH FRANKLIN, WASHINGTON COUNTY, PENNSYLVANIA, ESTABLISHING A FIRE RESPONSE STIPEND TO BE PAID TO THE NORTH FRANKLIN VOLUNTEER FIRE COMPANY TO BE CALCULATED BASED UPON EACH RESPONSE MADE BY A QUALIFIED VOLUNTEER OF THE NORTH FRANKLIN VOLUNTEER FIRE COMPANY.**

WHEREAS, the Board of Supervisors of North Franklin Township hereby agrees the North Franklin Volunteer Fire Company ("Fire Company") provides an essential service to the community; and

WHEREAS, the Board of Supervisors believes that establishing a per call payment amount for qualified volunteers will help encourage enrollment and participation in the Fire Company; and

WHEREAS, the Board of Supervisors has no intention to enter into an employer/employee relationship or provide any insurance coverage or employment benefits to any member of the Fire Company.

NOW THEREFORE, the Board hereby ordains and enacts as follows, incorporating the above recitals by reference:

**SECTION 1. PURPOSE.**

The Board of Supervisors of North Franklin Township hereby agrees the North Franklin Volunteer Fire Company provides an essential service to the North Franklin community and its residents. The Board acknowledges that participation in the Fire Company is an ongoing challenge and believes it to be in the best interest of the Township, its residents and the public at large to encourage participation in the Fire Company by establishing a per call payment amount for qualified volunteers who respond to certain fire calls in the Township.

The Township does not intend to enter into an employer/employee relationship with any members of the Fire Company and any payments made under this Ordinance will be done so as long as said payments do not result in the individual no longer qualifying as a "volunteer" under the Fair Labor Standards Act of 1938, as amended from time to time. See: 29 U.S.C. § 201 et seq. ("FLSA")

**SECTION 2. PAYMENT FOR SERVICES RENDERED.**

The payment for services rendered by the volunteers of the Fire Company for fire response calls rendered shall be as follows:

1. During times when the volunteers responds, when paged, to fire calls (not related to fund raising or social activities), the firefighter shall be paid an amount equal to the following:
  - a. Twenty dollars per call answered by a qualified volunteer and to which the volunteer is confirmed to have responded.
  - b. The Fire Chief or his/her designee will be required to review all call lists and to submit a quarterly report setting forth the number of incidents, each call and a list of responders. The report shall set forth the total amount of qualified volunteers and calls responded to for the time period and be certified and approved by the Fire Chief.
  - c. Following review of the quarterly report by the Board of Supervisors, upon acceptance and confirmation at a public meeting, payment will be tendered to the Fire Company in one lump sum. No individual payments will be made by the Township. It shall be the sole responsibility, obligation, and duty of the Fire Company to distribute payments to individual volunteers. No W-2s will be issued and no withholding will be done by the Township.
  - d. The Fire Company will be solely responsible for the collection and distribution of said payments and will be responsible for any Federal or State reporting requirements for payments made to individual volunteers.

### **SECTION 3. VOLUNTEER STATUS.**

To be considered qualified for the payments set forth in Section 2 above, an individual must have and retain volunteer status, including but not limited to:

1. The receipt of payment for services rendered will not result in the individual no longer qualifying as a "volunteer" under the Fair Labor Standards Act of 1938, as amended from time to time. See: 29 U.S.C. § 201 *et seq.*; and
2. Individuals must sign the Non-Employee Status Acknowledgement Form (provided by the Township) to be collected by the Fire Chief or his/her designee and a copy is to be provided to the Township prior to any payments being made.

### **SECTION 4. DAY TO DAY OPERATIONS.**

This shall confirm the Township currently does not and will not oversee the day to day operations, schedule, budget, etc. of the Fire Department. All of the day to day decision making shall rest with the members of the Fire Department. No members (management, administrative or otherwise) of the Fire Department are employees of the Township, have no employee contract with the Township or a part of a collective bargaining unit with the Township.

**SECTION 5. EFFECTIVE DATE.**

The payment terms set forth herein shall become effective on January 1, 2021.

**SECTION 6. REPEALER.**

Any Township code sections, ordinances or resolutions or parts thereof, which are in conflict herewith are hereby repealed.

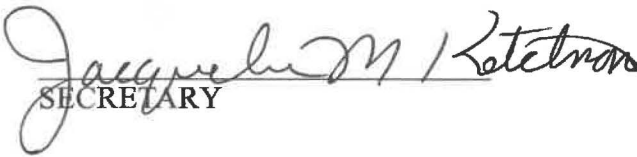
**SECTION 7. SEVERABILITY.**

In the event that any provision, section, sentence, clause, or part of this Ordinance is held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of the Ordinance, it being the intent of the Township Council that such remainder shall be and shall remain in full force and effect and for this purpose the provisions of this Ordinance are hereby declared to be severable.

ENACTED AND ORDAINED this 8<sup>th</sup> day of September, 2020.

ATTEST:

BOARD OF SUPERVISORS  
NORTH FRANKLIN TOWNSHIP

  
SECRETARY

  
CHAIRMAN

  
SUPERVISOR

  
SUPERVISOR

## Acknowledgement of Non-Employee Status

I, the undersigned, hereby acknowledge, agree and confirm that I am not an employee of North Franklin Township.

I acknowledge that any payments I receive from the North Franklin Volunteer Fire Company as a result of payments made by North Franklin Township under Ordinance No. \_\_\_\_\_ does not afford me status as an "employee" under federal, state or local law.

I acknowledge that North Franklin Township will not make any withholdings related to any payments and will not provide any additional benefits (medical, dental, retirement, etc.).

I further acknowledge, understand and agree that I will not be entitled to any payment, if at any time, my receipt thereof for services rendered would result in the loss of my "volunteer" status under the Fair Labor Standards Act of 1938, as amended from time to time. 29 U.S.C. § 201 et seq.

Witness:

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_