

RESOLUTION - 2021-02

AT a meeting of the Board of Supervisors of Heidelberg Township, York County, PA;

WHEREAS, Heidelberg Township requires a yearly audit of the financial records to be conducted;


RESOLVED to retain SEK CPA and Advisors to complete the 2019 and 2020 audits;

NOW, THEREFORE, be it resolved and is hereby adopted by the Board of Supervisors of Heidelberg Township on the 3rd day of February 2021.

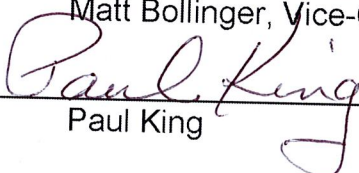
HEIDELBERG TOWNSHIP BOARD OF SUPERVISORS



Tim Hansen, Chairman



Matt Bollinger, Vice-Chairman



Paul King

ATTEST:



Norma Markle, Sec.

Resolution No. 2021- 03

**A RESOLUTION OF THE HEIDELBERG TOWNSHIP, YORK COUNTY, ADOPTING
RULES REGARDING PUBLIC MEETINGS**

WHEREAS, the primary purpose of Board of Supervisors meetings, Committee meetings, Supervisors Workshop meetings is to afford elected officials the opportunity to conduct Township business set forth in the Agenda; and

WHEREAS, Board of Supervisors is committed to the democratic process, individual rights of expression, robust debate, and respect of those with opposing viewpoints; and

WHEREAS, Board of Supervisors desires to be a positive model of local government, to seek excellence in public administration, and seek to hold ourselves to the highest personal standards; and

WHEREAS, the purpose of the following Resolution is to assure an orderly framework within which the business of the Township can be conducted, to set basic ground rules for public participation, to encourage Supervisors and the public to act toward each other with charity and respect, and to providing a framework for enforcing the rules we set for ourselves; and

WHEREAS, the authority for establishment of these rules is derived from the Second Class Township Code, 53 P.S. Section 65101, et seq. and the Sunshine Act, 65 P.S. 271, et seq. and all amendments thereto; and

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by Heidelberg Township as follows:

RULES OF CONDUCT

Civility and Decorum: Township officials and members of the public are expected to conduct themselves with civility and to accord each other a measure of dignity and respect. Shouting, personal insults, attacks, or any conduct that disrupts the flow of business is considered to be out of order.

At the discretion of Supervisors, disruptive individuals shall be subject to removal from the meeting unless they agree to maintain civility and decorum.

All persons attending public meetings should strive to:

- Speak only when recognized
- Treat everyone courteously
- Listen to others respectfully
- Exercise self-control
- Exercise brevity, considering the rights of all others to be heard within the reasonable time constraints of the meeting
- Be aware of non-verbal expressions
- Give open-minded consideration to all viewpoints
- Focus on issues and avoid personalizing debate
- Embracing respectful disagreements and dissent as democratic rights inherent in public service and public participation.

General Procedure: It is the policy of Township not to become involved in entanglements over "parliamentary procedure" in its public meetings. It is the intent of the Township to act consistently with the Pennsylvania Second Class Township Code and any applicable legal requirement. This being said, in general, Roberts' Rules of Order shall apply to the conduct of public meetings, subject to the authority of the Chair.

Authority of the Chair: The Chair shall act as a facilitator, assisting members to focus on the agenda, discussions, and deliberations. The Chair shall be responsible for maintaining the decorum at the public meetings and uniformly enforcing the rules expressed in this Resolution.

Limit Deliberations: Members will limit their comments to the subject matter, item, or motion being currently considered by Supervisors, subject to the civility and decorum rules expressed in this Resolution.

Obtaining the Floor: Members wishing to speak must first obtain the floor by being recognized by the Chair.

PUBLIC PARTICIPATION

Every public meeting shall provide opportunity for residents and taxpayers to be heard. The following rules shall apply:

The Board of Supervisors adopts, under Section 710 of the Pennsylvania Sunshine Act, the following rules for public comment and participation at public Township meetings:

1. Public comment will be scheduled on the agenda, prior to deliberating or taking official action on any matter.
2. Residents and taxpayers of the Township have the right to comment on matters that are before or of concern to the Township during the public comment portion of all Township public

meetings, subject to a three (3) minute time limit. The Supervisors may provide a designated location (e.g. a Podium) for public comment.

3. Residents and taxpayers are asked to sign a register at the beginning of each meeting briefly indicating the nature of the public comment they will be provide.

4. Residents and taxpayers of the Township wishing to address Supervisors must state their name and addresses for the record.

5. At the discretion of the Chair, members of the public who are not residents or taxpayers may be recognized to speak.

6. There shall be no interruptions when a member of the public has been granted the floor by the Chair.

7. At Board of Supervisor's meetings, the Chair shall be the spokesperson for Supervisors.

8. The Chair may allocate time among those wishing to speak in order to manage meeting time.

9. The Chair has the discretion to rule out of order comments that are appear disruptive, vulgar, defamatory, or redundant.

10. If a resident needs a reasonable accommodation to attend a meeting, the resident should contact the Township Secretary no later than three days in advance so the Township can make any reasonable accommodation.

11. If, in the judgment of Supervisors, the period for public comment is unusually long, the atmosphere has become unruly, or the comments become repetitive, Supervisors may move to close public comment or defer all or portions of the public comment to a subsequent regular meeting or to a work session or an advertised special meeting to be held in advance of the next regular meeting.

RECORDING AND STREAMING

Board of Supervisors adopts the following rules for recording and streaming of its public meetings by members of the public:

Recording/streaming prior to Call to Order, during any recess of the public meeting, and after adjournment is prohibited. No person shall have the right to make public comment without being recorded/streamed if recording devices are present.

RULES RELATING TO MOTIONS AND VOTING

Motions, Resolutions & Ordinances: A motion is the normal means by which a

matter is brought before Supervisors for consideration. Most routine matters are approved by a simple motion.

At Supervisors meetings, Resolutions need to be approved by a simple majority vote after a motion. Ordinances are approved by roll call vote after a proper motion.

A motion requires a second, or sponsorship, by a second member before it can receive consideration at a meeting. If a motion is seconded, the motion moves to discussion and then vote. If a motion is not seconded, it is lost and no further action is taken on the matter. The Chair then proceeds with the next item on the agenda.

The first rule of parliamentary order is that only one matter of business can be considered at a time. That is, when one "main motion" has been properly introduced and seconded, no other main motion can be presented until the first has been disposed of. In the usual course of business, the motion is disposed of when it is either passed or defeated. However, a number of other things can happen to the motion, including:

- The motion can be amended.
- The motion can be referred to a committee for further consideration.
- Action can be postponed until a definite date.
- The motion can be tabled.

Voting: Voting is done in one of two ways- by expressing either favor or opposition or by roll call vote. In any instance where the result of expressing favor or opposition seems other than unanimous, or in the event of one or more abstentions, the Chair shall call for a roll call vote. Any member of Supervisors/Committee may demand a roll call vote on any question before Supervisors/Committee.

Conflict of Interest: In the case that a member believes that he/she has a conflict of interest in the matter being decided, he/she is required by law to abstain from voting and to so inform Supervisors orally and in writing to the Township Secretary of the nature of the conflict.

Abstention: All members of Supervisors are required to vote in favor or in opposition, unless they are required to abstain on grounds of a conflict of interest.

NON-OBSERVANCE OF RULES

These rules, wholly or in part, may be amended or repealed by majority vote in any regularly scheduled meeting of Board of Supervisors. Rules adopted to expedite and facilitate the transition of the business of Supervisors in an orderly fashion shall be deemed to be procedural only, and the failure to strictly observe any such rules shall not affect the jurisdiction of or invalidate any action taken by Supervisors.

DULY ADOPTED this 4th day of August, 2021, by the Heidelberg Township in lawful session duly assembled.

ATTEST:

HEIDELBERG TOWNSHIP


Secretary
Heather Billet


Timothy Hansen, Chair

**HEIDELBERG TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION No. 2021-04

**A RESOLUTION OF HEIDELBERG TOWNSHIP, YORK
COUNTY, PENNSYLVANIA, AUTHORIZING THE
TOWNSHIP TO JOIN THE NORTHERN YORK COUNTY
REGIONAL POLICE COMMISSION AS A FULL
PARTICIPANT MEMBER.**

WHEREAS, the Northern York County Regional Police Commission (the "Commission") is an unincorporated, non-profit association established under the authority of the Act of July 12, 1972, P.L. 180, as amended, 53 P.S. § 481, *et seq.*, for the express purpose of providing police services for its member municipalities and is organized pursuant to the Composite Charter of Northern York County Regional Police Commission, dated January 21, 1986 (the "Charter,"), which is annexed hereto as Exhibit A and is incorporated into this Resolution, and has its police headquarters at 1445 East Canal Road, Dover, Pennsylvania;

WHEREAS, the Commission and Heidelberg Township (the "Township") previously entered into an Agreement for Police Services that became effective on January 1, 2021 under which the Township received police protection services from the Commission as a contracting party rather than as a Participant member of the Commission, which is annexed hereto as Exhibit B and is incorporated into this Resolution;

WHEREAS, the Township now desires to dissolve the Agreement for Police Services and instead become a full Participant member of the Commission effective January 1, 2022, desires for this Resolution to be provided to the Commission in order to serve as its application for membership as a new Participant, and has negotiated a Joinder Agreement with the Commission, which is annexed hereto as Exhibit C and incorporated into this Resolution, that will govern the terms and conditions of the Township's entry into the Commission as a new Participant;

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

Section 1. Dissolution of Agreement for Police Services. Upon mutual agreement of the Township and the Commission, the Agreement for Police Services annexed hereto as Exhibit B is dissolved if the conditions set forth in Section 7 of this Resolution occur on or before December 31, 2021. If such conditions do not occur on or before December 31, 2021, then the Agreement for Police Services shall not be dissolved and shall remain effective in its entirety on January 1, 2022.

Section 2. Application for Membership in the Commission. The Township has applied for membership in the Commission as a Participant pursuant to the terms of the Joinder Agreement and Charter. If the Commission and at least six of the nine governing bodies of the Commission's current Participating municipalities accept the Township's application pursuant to a vote at a public meeting, the Township shall join the Commission as a full Participant.

Section 3. Intergovernmental Cooperation Act. As required by the Intergovernmental Cooperation Act, Content of Resolution, 53 Pa.C.S. § 2307, the following matters are expressly specified by this Resolution:

- (A) The conditions of the agreement are set forth in the Charter and Joinder Agreement, which are attached Exhibits A and B and are incorporated into this Resolution.
- (B) The Township's membership in the Commission as a Participant shall commence on January 1, 2022 and shall continue indefinitely in accordance with the terms of the Charter.
- (C) The purposes and objectives of the Township's joinder of the Commission as a Participant is to join the governing body of the Commission, which will provide police protective services to the Township pursuant to the terms of the Charter. The Township shall be deemed to have delegated its authority to police its geographic boundaries to the Commission pursuant to Articles 2, 4, and 5 of the Charter.
- (D) The funding of the Commission and Northern York County Regional Police Department is pursuant to Articles 7 and 9 of the Charter. The Township's initial funding obligation for its first year as a Participant will be for nine (9) Police Protection Units, with each Unit valued at \$43,682.30, and will be payable pursuant to the terms of the Charter. As a joining Participant, the Township will also pay the Commission an assessment for Building Expenses in the amount of \$10,857.12 pursuant to Article 8(b) of the Charter. Thereafter, the Township's annual funding assessments, like all other Participants, will be calculated, assessed, and paid pursuant to the terms of the Charter, all subsequent amendments thereto, and all applicable resolutions of the Commission.
- (E) The organizational structure of the Commission necessary to carry out the purposes of the Commission and its Charter is set forth in Article 3 of the Charter.
- (F) The Commission has the authority to acquire, manage, license, or dispose of real or personal property pursuant to Articles 5(b) and 5(c) of the Charter.
- (G) The Commission has the authority to enter into contracts for policies of group insurance and employee benefits for its employees pursuant to Articles 5(b) and 5(c) of the Charter.

Section 4. Authorization of the Commission to Enforce the Township Code. The Commission and its Officers are authorized to enforce the Code of Heidelberg Township, and all other Ordinances which the Township may add to its Code after the date of this Resolution.

Section 5. Repealer. All Ordinances, Resolutions, or other laws, or parts thereof, which are inconsistent with this Resolution are hereby repealed.

Section 6. Severability. If any section, paragraph, subsection, clause or provision of this Resolution shall be declared invalid or unconstitutional by a court of competent jurisdiction, such

decision shall not affect the validity of this Resolution as a whole or any part thereof other than that portion specifically declared invalid.

Section 7. Conditions Necessary for this Resolution to take Effect. This Resolution shall not take effect unless the following conditions are satisfied:

- (A) The Commission passes a resolution dissolving the Agreement for Police Services and approving the Township's membership in the Commission as a full Participant; and
- (B) At least six of the nine governing bodies of the current Participant municipalities of the Commission pass resolutions dissolving the Agreement for Police Services and approving the Township's membership in the Commission as a full Participant.

If one or both of these conditions are not satisfied on or before December 31, 2021, this Resolution shall be null and void in its entirety, shall not take effect on the Effective Date set forth in Section 8, and the Agreement for Police Services shall not be dissolved and shall instead remain in effect in its entirety on and after January 1, 2022.

Section 8. Effective Date. This Resolution shall become effective as of January 1, 2022.

RESOLVED this 4th day of August, 2021, by the Board of Supervisors of Heidelberg Township, York County, Pennsylvania.

HEIDELBERG TOWNSHIP
BOARD OF SUPERVISORS

BY: 
Timothy Hansen, Chairperson

ATTEST: 
Heather Billet, Secretary/Treasurer

Exhibit A

COMPOSITE CHARTER OF
NORTHERN YORK COUNTY REGIONAL
POLICE COMMISSION

THIS CHARTER AGREEMENT is entered into this 21st day of January, 1986, as the Composite Charter for the Northern York County Regional Police Commission (NYCFPC), an unincorporated, non-profit association established under the authority of Act of July 12, 1972, P.L. 180, as amended, 53 P.S. Sec. 481 et seq. for the express purpose of providing police services for its present and future member municipalities (Participants). Said Participants, in consideration of their mutual commitments herein set forth, agree to be bound to the acknowledgments and covenants hereinafter set forth.

PREAMBLE

- A. The Participants acknowledge that the NYCRC was created via Articles of Agreement executed June 19, 1973, by Dover Township, Dover Borough, Manchester Township, Paradise Township, and Wellsville Borough; and
- B. Acknowledged further that said Articles of Agreement were amended via an Amendment executed May 22, 1975, and further amended via certain Articles of Amendment executed September 20, 1983; and
- C. Finally acknowledged that the present Participants in the NYCRC are Dover Township, Dover Borough, Manchester Township, Paradise Township, North York Borough, and Conewago Township.

1. INTEGRATION

The Articles of Agreement of June 19, 1973, the Amendment of May 22, 1975, and the Articles of Amendment of September 20, 1983, shall be deemed null and void and of no further force and effect, with this Composite

Charter to supersede same in all respects, to serve in substitution thereof.

2. PURPOSE

The express purpose of the Charter shall be to establish the NYCRCPC as an unincorporated association, distinct from its Participants, the goal of which association shall be to provide comprehensive, quality police protection for its Participants in the most efficient manner.

3. ORGANIZATION

(a) APPOINTMENT OF COMMISSIONERS

The NYCRCPC shall be governed by a joint commission of persons composed of one representative from each Participant selected in accordance with the following rules:

- (i) The representative of each township shall be a supervisor of that township selected by the board of supervisors and a representative of a borough shall be the mayor of the borough or member of borough council, provided that a second supervisor or member of borough council may also be appointed as an alternate representative to serve in the primary representative's stead when unavailable or incapacitated temporarily;
- (ii) appointments by Participants shall be made at each Participant's periodic reorganizational meeting to be effective that date;
- (iii) any commissioner vacating his office with the Participant for any reason or becoming incapable of performing the duties of that office shall

be deemed to have resigned his commissionership on even date therewith, and the Participant shall forthwith appoint a successor for his unexpired term.

(b) CONDUCT OF MEETINGS

Each commissioner shall have one vote. A majority of the commissioners shall constitute a quorum and a majority vote of those present shall constitute effective action taken by the NYC RPC, except as to amendment, termination of this Charter, or joinder of participants, where a two-thirds vote shall be required. Roberts Rules of Order, Revised, shall otherwise govern the conduct of the NYC RPC at its meetings and the duties of its officers.

(c) OFFICERS

The NYC RPC shall have elected at a minimum, the following officers: Chairman, Vice-Chairman, Secretary and Treasurer. Other officers may be elected as well, and the NYC RPC may also appoint commissioners, individually or in committees, to act in the capacities assigned, for and on behalf of the NYC RPC in matters as the NYC RPC sees fit.

(d) SCHEDULING OF MEETINGS

The members of the NYC RPC shall meet monthly for the purpose of conducting the business of the Commission, or at such other time as may be determined by the NYC RPC. Special or rescheduled regular meetings of the NYC RPC may be scheduled by appropriate resolution of the Commission fixing the date, time and place of such meeting. Special or rescheduled regular meetings may be called at the written request of any two or more members of the NYC RPC. The

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call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time and place as shall be designated in the call of the meeting. Written notice of each such special or rescheduled meeting shall be given, at least one day prior to the day named for the meeting, to each member of the NYC RPC who does not waive such notice in writing. All meetings shall be scheduled and conducted in compliance with 65 P.S. Sec. 261 et seq., commonly known as the Sunshine Law.

4. INDEPENDENT POLICE DISTRICT

The geographic area served by the NYC RPC shall be that area encompassed within the collective political boundaries of the Participants. The established municipal boundaries of those Participants shall otherwise be ignored and the area served by the NYC RPC shall be identified as the Northern York County Regional Police District (NYCRPD). The Participants shall be deemed to have surrendered their authority to police said areas to the NYC RPC, subject to the terms of this Charter, with said district to be independent of the Participants for purposes of this Charter, and subject solely to the control and authority of the NYC RPC.

5. JURISDICTION AND AUTHORITY

(a) JURISDICTION

The NYC RPC shall have the responsibility for and jurisdiction over all actions customary and appropriate to provide police service to the NYCRPD in accordance with the statement of PURPOSE as set forth in paragraph 2.

(b) EXPRESS AUTHORITY

The NYCRPC shall have the following express authority:

- (i) lease, sell, purchase real estate;
- (ii) lease, sell, purchase personal property;
- (iii) enter contracts for purchase of goods and services, and collective bargaining agreements;
- (iv) hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
- (v) serve as a hearing board for employee grievances;
- (vi) establish and maintain bank accounts and other financial accounts;
- (vii) invest monies;
- (viii) borrow monies;
- (ix) establish and fund employee benefit programs, including a pension fund; and
- (x) delegate any of its powers expressed or implied to the Chief of Police or his next in command, in the discretion of the NYCRPC.

(c) IMPLIED/INCIDENTAL AUTHORITY

In addition, the NYCRPC shall have the authority necessarily implied and incidental to carrying out its Purposes in providing police protection to the NYCRPD.

6. GOVERNING LAW

As an independent, non-profit, unincorporated association, the NYCRPD shall not be governed by city, borough or township codes, including but not limited to those known as the Borough Code and the Police Tenure Act. The NYCRPC may, in its discretion, look to such codes for guidance and direction in the handling of its affairs; however, in doing so, shall not be deemed in any

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fashion to have adopted or become bound to abide by said laws by implication or past practice. The NYC RPC shall abide by the provisions of 2 Pa. C.S.A. 101 et seq., commonly known as the Local Agency Law.

7. FINANCE

The NYC RPC shall prepare an annual budget which shall be submitted for consideration and approval to each of the Participants not later than October 1; and, that if such approvals have not been consummated, the prior year's budget shall be operative until such approvals are given to the NYC RPC. Each Participant to this agreement shall release to the Treasurer proportionate shares of the annual budget appropriations monthly or quarterly on the first day of February, May, August, and November of each year. Monies paid to the Treasurer shall be invested by the Treasurer upon consultation and advice by the NYC RPC pending disbursement for services. The Treasurer shall provide a bond to the NYC RPC in the sum directed by the NYC RPC, with the premium for such bond to be paid by NYC RPC. The NYC RPC shall file an annual written report covering its police work with the Participants by March Thirty-first of each year. The NYC RPC shall have its books, accounts, and records audited annually by a Certified Public Accountant and a copy of his audit report shall be presented to the NYC RPC for review. If the NYC RPC fails to make such an audit, then the comptroller, auditors, or accountants designated by any one or all of the Participants shall be authorized from time to time to examine the books of the NYC RPC including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of the Commonwealth of Pennsylvania

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shall have the right to examine the books, accounts and records of NYC RPC.

The funds from the Foreign Casualty and Insurance Company (Act 205, 1984, P.L. 1005, 53 PS Sec. 895.101 et seq., or any other act subsequently enacted) distributed to the Participants by the Commonwealth of Pennsylvania may be forwarded by the Participants for the purposes authorized under such act governing the operation of the police pension funds, the amount credited against proportionate shares of total costs to be paid by the Participants.

The fiscal year of the NYC RPC shall be January 1 to December 31.

8. DEPARTMENT OFFICES

(a) LOCATION

Offices of NYC RPC and its employees shall be located at 1445 East Canal Road, Dover, Pennsylvania, or at such other locations as the NYC RPC may subsequently determine in its discretion.

(b) BUILDING EXPENSE

The NYC RPC offices were constructed in 1975 at a total cost of \$86,857.00. This cost was divided among the then participating municipalities in the same proportion of units of service being utilized, i.e. 2,714.28 per unit as follows:

Dover Township	12 Units	32,571.36
Dover Borough	1 Unit	2,714.28
Manchester Township	15 Units	40,714.20
Paradise Township	1 Unit	2,714.28
Wellsville Borough	1 Unit	2,714.28
North York Borough	2 Units	5,428.56

A unit of service in 1975 was defined as twenty hours of service. Present units constitute ten hours of service and are valued at \$1,357.14. The

definition and value of units shall be subject to re-definition in the discretion of the Commission from time to time. At such time as any Participant is added to the membership of the Commission, said Participant will be assessed on the basis of the number of units initially put into service for the Participant as defined and valued at that time.

If any Participant, whether it was an original Participant or subsequently added to the Commission in the manner set forth above, voluntarily withdraws from its membership in the Commission at any time during the operation of the Agreement or the operation of the police headquarters, said withdrawing Participant shall be refunded its original assessment over a period of time to be decided by the Commission, which period of time will not exceed five (5) years.

Any amount paid by any Participant joining the Commission after the execution of the Composite Charter shall be paid into an interest bearing escrow account. The Principal amount of said interest bearing escrow account shall be used exclusively for the purpose of paying to any Participant who subsequently withdraws its appropriate sum. The interest accruing on said interest bearing escrow account shall be for the Building Fund and shall be used exclusively by the Commission for said purpose.

9. FUNDING ASSESSMENTS

The NYC RPC's operation shall be funded primarily through annually assessed contributions from its Participants, plus supplemental funding as may be available from time to time from local, state and federal sources. Assessed contributions for Participants shall be determined

by the NYC RPC based upon the cost for providing police services to the NYC RPC and the proportion of such cost attributable to service required by each Participant. An equitable formula for assessment, employing such guideline, shall be developed and subject to annual review by the NYC RPC.

10. IMMUNITY AND CLAIMS

The police services performed and the expenditures incurred under this Charter shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participants within their boundaries shall extend to their participation in police services outside their boundaries and within the NYC RPC.

The NYC RPC shall maintain adequate liability insurance coverage against claims arising out of the police activities. Each Participant hereby waives any and all causes of action or claims against all other Participants hereto and against the NYC RPC which may arise out of NYC RPC's police activities. The NYC RPC further agrees to cause any insurance policy providing liability coverage against claims arising out of its police activities, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each Participant to this Charter as to any and all causes of action or claims which may arise out of its police activities hereunder, provided that coverage containing such waiver of subrogation remains available. Said liability insurance protection shall be subject to annual review with a certificate to issue naming the NYC RPC and all Participants as named insureds, provided coverage is available.

For purposes of liability not covered by insurance protection, in actions arising out of regional police services, all Participants shall be proportionately liable for judgments rendered against any Participant in connection with police services rendered to the Participant by the NYC RPC or the NYC RPC for police services provided to that Participant. The proportion of liability shall be in the same proportion as the funding assessment of the Participant during the period the police services in question were rendered.

11. JOINDER OF PARTICIPANTS

Additional municipalities may become parties to this Agreement upon application to and acceptance by the NYC RPC and the governing bodies of at least two-thirds of its Participants, and upon such municipality's consent to be bound by the provisions of this Charter by the applicant municipality.

The NYC RPC may also permit the purchase of services by non-participating municipalities on terms established by the NYC RPC.

12. WITHDRAWAL OF PARTICIPANTS

A Participant may withdraw from participating in the NYC RPC and from the NYC RPC provided that written notice of intent to withdraw is sent by certified mail, return receipt requested, to the NYC RPC at least one year in advance of December 15 of the year in which such withdrawal is to be effective. The immediate costs of such withdrawal and any continuing obligations and liabilities necessarily assumed by the remaining Participants of the NYC RPC totally or partially attributable to the withdrawing Participant's participation shall be satisfied by the

withdrawing Participant. The withdrawal of less than two-thirds of the Participants at any given effective date shall not work a termination or dissolution of the NYCRCPC or NYCPRD.

13. TERM AND DISSOLUTION

(a) TERM

The term of this Charter shall begin on date of its execution and extend to December 15, 1986. Same shall thereafter renew automatically from year to year subject to termination by vote of two-thirds of the Participants of the NYCRCPC six months in advance of the effective date of such termination.

(b) DISSOLUTION

In the event of dissolution of the NYCRCPC all equipment, materials, and supplies retained by the NYCPRD shall be appraised by appraisers appointed by the NYCRCPC for purposes of determining the fair market value of the equipment, materials and supplies. The cash, equipment, materials and supplies shall then be distributed in the same proportion as the funding assessments for the Participants for the present fiscal year. In the event that an equitable distribution cannot be agreed upon by the Participants, all, or any portion of the equipment, materials and supplies shall be sold and the proceeds distributed in the aforesaid proportions.

Any real estate and improvements owned shall be sold. Participants shall have the privilege to bid on the property with the highest bidder being entitled to purchase, provided that the price bid is at least in the amount necessary to refund assessments made against Participants as described

in paragraph 8.(b) herein. If no qualified bids are received within thirty days of notice of sale being given by the NYCRPC, then the property shall be placed for sale by public or private sale as the NYCRPC may determine. All proceeds of sale shall be disbursed to Participants pro rata in accordance with assessments made under paragraph 8.(b). Each Participant shall be responsible for any unfunded or contingent liabilities of the NYCRPC in proportion to their respective unit assessments.

14. INTERPRETATION

All differences arising out of interpretation of this Charter shall be resolved by the NYCRPC, or if the dispute over interpretation is not resolved within sixty (60) days, by a vote of the participating municipalities, each body casting one vote as determined by a majority in each governing body.

15. AMENDMENT

This Charter shall not be subject to amendment or modification except by written document, dated, and executed. Any such amendment shall require the assent of at least two-thirds of all Participants.

IN WITNESS WHEREOF, the parties hereunto have executed the same the day and year first above written.

ATTEST:

Frederick E. Ortt

DOVER TOWNSHIP

By: Donald J. Leitz

Frederick E. Ortt

DOVER BOROUGH

By: Raymond H. Reinbold

LAW OFFICES
UHRER,
MEDILL &
SHELLEY
YORK, PENNSYLVANIA

ATTEST:

Friedrich C. Dittler

MANCHESTER TOWNSHIP

BY: [Signature]

Friedrich E. Dittler

PARADISE TOWNSHIP

BY: [Signature]

W. Leonard Arnold

NORTH YORK BOROUGH

BY: [Signature]

W. Leonard Arnold

CONEWAGO TOWNSHIP

BY: [Signature]

LAW OFFICES
FLUHRER,
MCDILL &
SHELLEY
YORK, PENNSYLVANIA

Exhibit B

**AGREEMENT FOR POLICE SERVICES BETWEEN HEIDELBERG
TOWNSHIP AND NORTHERN YORK COUNTY REGIONAL POLICE COMMISSION**

THIS AGREEMENT FOR POLICE SERVICES (the "Agreement") is made by and between the Northern York County Regional Police Commission (the "Commission") and Heidelberg Township (the "Township"), collectively, the "Parties."

WHEREAS, the Commission is an unincorporated, non-profit association established under the Authority of the Act of July 12, 1972, P.L. 180, as amended, 53 P.S. § 481, *et seq.* for the express purpose of providing police services for its member municipalities and is organized pursuant to the Composite Charter of Northern York County Regional Police Commission, dated January 21, 1986 (the "Charter,"), which is annexed to this Agreement as Exhibit A, and has its police headquarters at 1445 East Canal Road, Dover, Pennsylvania;

WHEREAS, the Township is a duly incorporated Township of the Second Class under the laws of the Commonwealth of Pennsylvania and is located in York County with its municipal headquarters at 6424 York Road, Spring Grove, Pennsylvania;

WHEREAS, the Township has no police department and currently receives police services by way of membership in the Southwestern Regional Police Department ("Southwestern Regional");

WHEREAS, the Township Board of Supervisors has decided to withdraw from Southwestern Regional and is uniquely situated to receive police services from the Commission because it borders Commission members North Codorus Township, Jackson Township, and Paradise Township;

WHEREAS, the Commission provided the Township a service proposal detailing the Commission's structure, capabilities, and estimated costs for police services as either a contracting party or full "Participant" member under the Charter;

WHEREAS, having reviewed the proposal, the Township desires to contract for eight (8) Police Protection Units from the Commission rather than join the Commission as a Participant;

WHEREAS, the Parties have engaged in good faith negotiations for the terms of such contracted police services and, by entering into this Agreement, hereby set forth such terms in writing;

NOW THEREFORE, intending to be legally bound, knowingly and voluntarily, and in consideration of the mutual covenants contained herein, it is hereby agreed by and among the Parties as follows:

1. **Purpose.** The purpose of this Agreement shall be for the Township's purchase of police services from the Commission under Section 11 of the Charter that are equivalent to the police services provided to the Commission's Participants under the Charter except where otherwise set forth in this Agreement.

2. **Independent Police District.** Section 4 of the Charter, which establishes the Commission as an independent police district over the collective political boundaries of its Participants and surrenders the Participants' authority to police within their political boundaries, is fully incorporated into this Agreement as if the Township were a Participant under the Charter.

3. **Jurisdiction and Authority.** Section 5 of the Charter, which establishes the Commission's (a) responsibility and jurisdiction over all actions related to providing police services, (b) express authority for certain enumerated powers related to management of a police force, and (c) implied/incidental authority for carrying out the Commission's purpose, is fully incorporated into this Agreement as if the Township were a Participant under the Charter.

4. **Authorization to Enforce Township Code.** Within 30 days of executing this Agreement, the Township shall adopt by a majority vote all resolutions, ordinances, local laws,

or other legislation necessary to authorize the Commission and its Officers to enforce the Code of Heidelberg Township, and all other Ordinances which the Township may add to its Code after the execution of this Agreement.

5. **Non-Voting Representative.** The Township shall have the right to appoint one of its current elected officials as a Non-Voting Representative to the Commission. Such Non-Voting Representative shall be appointed and replaced in the same manner as Commissioners under Section 3(a) of the Charter and may participate in all Commission meetings, including executive sessions, but shall have no rights to vote or hold an officer position pursuant to Sections 3(b) and 3(c) of the Charter.

6. **Effective Date and Term.** This Agreement shall become effective on January 1, 2020, and shall remain in effect for a minimum of five (5) years, until December 31, 2024, unless terminated early by the Township pursuant to Paragraph 12(b) of this Agreement. Thereafter, this Agreement shall remain effective in perpetuity unless terminated or modified pursuant to Paragraph 12 of this Agreement or unless the Township becomes a full Participant of the Commission pursuant to the terms of this Agreement and applicable Sections of the Charter.

7. **Annual Contribution.** As consideration for the police services provided by this Agreement, the Township agrees to pay the Commission an annual contribution each year that the Agreement is in effect. Such annual contribution is based upon the number of Police Protection Units purchased by the Township and shall be assessed pursuant to Section 7 of the Charter and paid quarterly pursuant to Section 9 of the Charter, both of which Sections are fully incorporated into this Agreement as if the Township were a Participant under the Charter, except that the Commission's annual budget does not require approval by the Township Board of Supervisors.

a. Fiscal Year 2020. For the fiscal year 2020, the first year of this Agreement, the Township agrees to purchase eight (8) Police Protection Units from the Commission at the same cost per Police Protection Unit as is paid by the Participants of the Commission.

b. Police Protection Unit. At the time of the execution of this Agreement, a Police Protection Unit is equal to ten (10) hours of police service per week within the purchasing municipality's political borders and, for 2020, is valued at \$43,766.33 per unit. Should the Commission change its definition of a Police Protection Unit as it applies to Participants following the execution of this Agreement, the Township agrees to be bound by such modification. The Township agrees to be bound by all Commission practices and policies for determining the cost of a Police Protection Unit and the Commission agrees that it shall assess the same cost per Police Protection Unit purchased by the Township, pursuant to Section 9 of the Charter, as it does for Police Protection Units purchased by its Participants. Moreover, the Township acknowledges and understands that extraordinary events may result in a higher than usual increase in the annual cost of a Police Protection Unit which increase will not be more than the Unit cost increase paid by the Participants of the Commission.

c. Change in Police Protection Units Purchased. After the fiscal year 2020, the Parties may only modify the number of Police Protection Units purchased by the Township under this Agreement in accordance with Commission Resolution numbers 91-05 and 99-02, attached to this Agreement as Exhibits B and C, the terms of which are fully incorporated into this Agreement as if the Township were a Participant under the Charter.

8. Immunity and Claims. Subsections (a), (b) and (c) of Section 10 of the Charter, which (a) extends to the Commission all immunities from liabilities enjoyed by Participants as

political subdivisions, (b) requires the Commission to maintain liability insurance for its police activities and (c) waives claims by and between Participants against one another arising out of police activities are fully incorporated into this Agreement as if the Township were a Participant under the Charter.

9. **Supervision, Direction and Control.** The police officers providing police services under the terms of this Agreement shall be, at all times, under the immediate supervision, direction and control of the Commission and the Chief of Police. The Chief of Police shall, at all times, exercise his professional discretion in establishing an appropriate schedule which ensures, insofar as reasonably practical, the welfare and safety of the residents, businesses, and community at large of the Township.

10. **No Ownership Interest.** By contracting for services, the Township holds no ownership interest in the assets or real property of the Commission. In the unlikely event that the Commission dissolves under Section 13(b) of the Charter while this Agreement is effective, the Township shall have none of the rights or obligations of the Participants of the Commission set forth in Section 13(b) of the Charter. The Commission will assess no fees for Building Expenses against the Township as are assessed against joining Participants under Section 8 of the Charter.

11. **Joinder as Participant.** No less than six months before the start of any fiscal year, the Township may apply to become a full Participant of the Commission upon approval by the Commission and the governing bodies of at least two-thirds of its Participants, pursuant to Section 11 of the Charter. If approved, the Township shall become a full Participant at the start of the fiscal year following its application, at which time this Agreement will become null and void and the Township will assume all rights and obligations of Participants set forth in the

Charter and will be obligated to pay any fees for Building Expenses assessed against joining Participants under Section 8 of the Charter.

12. **Termination of Agreement.** The Township or Commission may terminate this Agreement only upon providing the other Party with the proper Notice to Terminate, as set forth in this paragraph. Termination of this Agreement will only become effective upon the start of a fiscal year, as defined by Section 7 of the Charter as January 1. Upon the effective date of the termination of this Agreement, the Commission shall have no obligation to provide the Township with police services and the Township shall have no obligation to provide the Commission further annual contributions for police services except that it must pay the Commission any outstanding but unpaid contributions at the effective date of termination. When timely notice is given, the Township shall have no obligation to pay any fee or penalty to terminate this Agreement that the Charter may otherwise assess against Participants withdrawing from the Commission.

a. **Notice to Terminate.** The Township must provide written notice of its intention to terminate the Agreement to the Commission's Chief of Police, 1445 East Canal Road, Dover, Pennsylvania, by hand-delivery or certified mail. The Commission must provide written notice of its intention to terminate the Agreement to the Chairperson of the Township Board of Supervisors, 6424 York Road, Spring Grove, Pennsylvania. Such notice, by either party, is effective only if approved by the Parties' respective governing body prior to delivery. Such notice must be provided by no later than 12:00 p.m. on the 31st day of December two (2) years and twelve (12) hours before the start of the fiscal year upon which the Party desires the Agreement to expire. Once such notice has been provided by either Party, the Township shall

purchase the same, or greater, number of Police Protection Units as purchased on the date of the notice for the remaining years that the Agreement is in effect.

b. Township's Right to Early Termination. The Commission agrees that, if Southwestern Regional dissolves and seeks to sell its police headquarters located at 6115 Thoman Drive, Spring Grove, Pennsylvania, identified by the York County Assessment Office as District 30, Map EE, Parcel 16B (the "Southwestern Headquarters"), the Commission has a duty to engage in good faith negotiations with Southwestern Regional to purchase the Southwestern Headquarters. The Commission shall violate this duty only if it declines an offer from Southwestern Regional to sell the Southwestern Headquarters to the Commission for an amount not to exceed Four-Hundred-Thousand Dollars (\$400,000.00). If the Commission violates its duty to negotiate in good faith in the manner set forth in the preceding sentence, the Township may terminate this Agreement before the completion of the full five (5) year minimum term set forth in Paragraph 6 of this Agreement. Any early termination by the Township pursuant to this subparagraph is subject to all notice requirements of subparagraph "a" above and all other termination provisions set forth in this paragraph, except the written notice period is shortened to two (2) months and twelve (12) hours and requires the Township to purchase services for one (1) year.

13. Defense and Indemnity by Township. In relation to any and all claims or litigation arising out of, or otherwise related to, the Township's withdrawal from Southwestern Regional to receive police services pursuant to this Agreement, the Township agrees that it shall indemnify, reimburse, defend, and hold harmless the Commission and its current and former elected and appointed officials, officers, agents, representatives and employees, and the Commission's constituent municipalities and their current and former elected and appointed

officials, officers, agents, representatives and employees in their official and individual capacities, from all claims, liabilities, demands, remedies, including statutory remedies, attorneys' fees and costs, and causes of action known or unknown, fixed or contingent in connection with any claim or cause of action before any court, administrative agency, hearing officer, or other body, including, but not limited to, the Pennsylvania Court of Common Pleas, Pennsylvania Labor Relations Board, United States District Court, or any arbitrator or hearing officer appointed pursuant to any collective bargaining agreement grievance procedure or federal, state, or local law.

14. Defense and Indemnity by Commission. The police services provided hereunder shall, at all times, be under the exclusive supervision, direction and control of the Commission and Chief of Police, in accordance with Section 8 of this Agreement. In relation to any and all claims or litigation arising out of, or otherwise related to, the provision of police services pursuant to this Agreement, the Commission agrees that it shall indemnify, reimburse, defend, and hold harmless the Township and its current and former elected and appointed officials, officers, agents, representatives and employees, from all claims, liabilities, demands, remedies, including statutory remedies, attorneys' fees and costs, and causes of action known or unknown, fixed or contingent in connection with any claim or cause of action before any court, administrative agency, hearing officer, or other body, including, but not limited to, the Pennsylvania Court of Common Pleas, Pennsylvania Labor Relations Board, United States District Court, or any arbitrator or hearing officer appointed pursuant to any collective bargaining agreement grievance procedure or federal, state, or local law, except in the case of gross negligence or willful misconduct of Township.

15. **Financial Reporting.** The Commission shall submit a copy of its proposed annual budget to Township no later than October 1 of each year. Upon approval of the annual budget, the Commission shall promptly provide a copy to Township. The Commission shall file an annual written report covering its police work with Township by March 31 of each year.

16. **Reports to the Board of Supervisors.** The Chief of Police, or his designee, under his authority and at his direction, shall provide a written report on a monthly basis to the Township describing the police services and activities rendered to Township for the prior month. The report shall include an accurate and detailed accounting of calls handled in Township, including but not limited to the following activities: patrolling of highways; prevention of crime; responding to calls or complaints; investigation of motor vehicle accidents; investigation of crimes and criminal activities; enforcement of laws of the Commonwealth of Pennsylvania and local ordinances; and any other information the Chief of Police may believe to be appropriate for inclusion in the report.

17. **Insurance.** The Commission shall add Township to its professional liability insurance policy as an additional named insured. The Commission shall provide a copy of the endorsement accomplishing the foregoing prior to the start of police services hereunder, and shall provide a certificate of insurance demonstrating compliance with the foregoing no later than each renewal date of the policy.

18. **Entire Agreement.** The Parties agree that this is the entire Agreement concerning the relationship between the Parties and that no representations or inducements have been made by either side except as set forth herein. The Parties acknowledge that the Agreement supersedes and replaces any prior agreement or proposal, whether oral or written, between the Parties.

19. **Modification by Written Agreement.** This Agreement may not be modified, altered or changed except by express written agreement of the Parties, making specific reference to this Agreement and approved at a public meeting by a majority vote of the Parties' respective governing bodies.

20. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles.

21. **Headings.** Captions and headings are for convenience and reference only.

22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

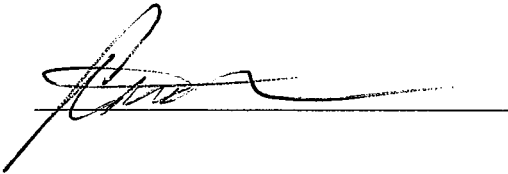
SIGNATURES APPEAR ON NEXT PAGE

IN WITNESS WHEREOF, the Parties' respective governing bodies have reviewed this Agreement and approved by a majority vote for it to be executed by their respective undersigned officers or elected officials.

IT IS HEREBY AGREED:

Heidelberg Township

**Northern York County
Regional Police Commission**

By: 

By: 

Attest: Norma Markle

Attest: Dr. M. Wal

Date: 12-23-19

Date: 12-17-19

COMPOSITE CHARTER OF
NORTHERN YORK COUNTY REGIONAL
POLICE COMMISSION

THIS CHARTER AGREEMENT is entered into this 21st day of April, 1986, as the Composite Charter for the Northern York County Regional Police Commission (NYCRPC), an unincorporated, non-profit association established under the authority of Act of July 12, 1972, P.L. 180, as amended, 53 P.S. Sec. 481 et seq. for the express purpose of providing police services for its present and future member municipalities (Participants). Said Participants, in consideration of their mutual commitments herein set forth, agree to be bound to the acknowledgments and covenants hereinafter set forth.

PREAMBLE

- A. The Participants acknowledge that the NYCRPC was created via Articles of Agreement executed June 19, 1973, by Dover Township, Dover Borough, Manchester Township, Paradise Township, and Wellsville Borough; and
- B. Acknowledged further that said Articles of Agreement were amended via an Amendment executed May 22, 1975, and further amended via certain Articles of Amendment executed September 20, 1983; and
- C. Finally acknowledged that the present Participants in the NYCRPC are Dover Township, Dover Borough, Manchester Township, Paradise Township, North York Borough, and Conewago Township.

1. INTEGRATION

The Articles of Agreement of June 19, 1973, the Amendment of May 22, 1975, and the Articles of Amendment of September 20, 1983, shall be deemed null and void and of no further force and effect, with this Composite

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EXHIBIT A

Charter to supersede same in all respects, to serve in substitution thereof.

2. PURPOSE

The express purpose of the Charter shall be to establish the NYCRPC as an unincorporated association, distinct from its Participants, the goal of which association shall be to provide comprehensive, quality police protection for its Participants in the most efficient manner.

3. ORGANIZATION

(a) APPOINTMENT OF COMMISSIONERS

The NYCRPC shall be governed by a joint commission of persons composed of one representative from each Participant selected in accordance with the following rules:

- (i) The representative of each township shall be a supervisor of that township selected by the board of supervisors and a representative of a borough shall be the mayor of the borough or member of borough council, provided that a second supervisor or member of borough council may also be appointed as an alternate representative to serve in the primary representative's stead when unavailable or incapacitated temporarily;
- (ii) appointments by Participants shall be made at each Participant's periodic reorganizational meeting to be effective that date;
- (iii) any commissioner vacating his office with the Participant for any reason or becoming incapable of performing the duties of that office shall

be deemed to have resigned his commissionership on even date therewith, and the Participant shall forthwith appoint a successor for his unexpired term.

(b) CONDUCT OF MEETINGS

Each commissioner shall have one vote. A majority of the commissioners shall constitute a quorum and a majority vote of those present shall constitute effective action taken by the NYC RPC, except as to amendment, termination of this Charter, or joinder of participants, where a two-thirds vote shall be required. Roberts Rules of Order, Revised, shall otherwise govern the conduct of the NYC RPC at its meetings and the duties of its officers.

(c) OFFICERS

The NYC RPC shall have elected at a minimum, the following officers: Chairman, Vice-Chairman, Secretary and Treasurer. Other officers may be elected as well, and the NYC RPC may also appoint commissioners, individually or in committees, to act in the capacities assigned, for and on behalf of the NYC RPC in matters as the NYC RPC sees fit.

(d) SCHEDULING OF MEETINGS

The members of the NYC RPC shall meet monthly for the purpose of conducting the business of the Commission, or at such other time as may be determined by the NYC RPC. Special or rescheduled regular meetings of the NYC RPC may be scheduled by appropriate resolution of the Commission fixing the date, time and place of such meeting. Special or rescheduled regular meetings may be called at the written request of any two or more members of the NYC RPC. The

call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time and place as shall be designated in the call of the meeting. Written notice of each such special or rescheduled meeting shall be given, at least one day prior to the day named for the meeting, to each member of the NYC RPC who does not waive such notice in writing. All meetings shall be scheduled and conducted in compliance with 65 P.S. Sec. 261 et seq., commonly known as the Sunshine Law.

4. INDEPENDENT POLICE DISTRICT

The geographic area served by the NYC RPC shall be that area encompassed within the collective political boundaries of the Participants. The established municipal boundaries of those Participants shall otherwise be ignored and the area served by the NYC RPC shall be identified as the Northern York County Regional Police District (NYCRPD). The Participants shall be deemed to have surrendered their authority to police said areas to the NYC RPC, subject to the terms of this Charter, with said district to be independent of the Participants for purposes of this Charter, and subject solely to the control and authority of the NYC RPC.

5. JURISDICTION AND AUTHORITY

(a) JURISDICTION

The NYC RPC shall have the responsibility for and jurisdiction over all actions customary and appropriate to provide police service to the NYCRPD in accordance with the statement of PURPOSE as set forth in paragraph 2.

(b) EXPRESS AUTHORITY

The NYC RPC shall have the following express authority:

- (i) lease, sell, purchase real estate;
- (ii) lease, sell, purchase personal property;
- (iii) enter contracts for purchase of goods and services, and collective bargaining agreements;
- (iv) hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
- (v) serve as a hearing board for employee grievances;
- (vi) establish and maintain bank accounts and other financial accounts;
- (vii) invest monies;
- (viii) borrow monies;
- (ix) establish and fund employee benefit programs, including a pension fund; and
- (x) delegate any of its powers expressed or implied to the Chief of Police or his next in command, in the discretion of the NYC RPC.

(c) IMPLIED/INCIDENTAL AUTHORITY

In addition, the NYC RPC shall have the authority necessarily implied and incidental to carrying out its Purposes in providing police protection to the NYC RPCD.

6. GOVERNING LAW

As an independent, non-profit, unincorporated association, the NYC RPCD shall not be governed by city, borough or township codes, including but not limited to those known as the Borough Code and the Police Tenure Act. The NYC RPC may, in its discretion, look to such codes for guidance and direction in the handling of its affairs; however, in doing so, shall not be deemed in any

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fashion to have adopted or become bound to abide by said laws by implication or past practice. The NYCRPC shall abide by the provisions of 2 Pa. C.S.A. 101 et seq., commonly known as the Local Agency Law.

7. FINANCE

The NYCRPC shall prepare an annual budget which shall be submitted for consideration and approval to each of the Participants not later than October 1; and, that if such approvals have not been consummated, the prior year's budget shall be operative until such approvals are given to the NYCRPC. Each Participant to this agreement shall release to the Treasurer proportionate shares of the annual budget appropriations monthly or quarterly on the first day of February, May, August, and November of each year. Monies paid to the Treasurer shall be invested by the Treasurer upon consultation and advice by the NYCRPC pending disbursement for services. The Treasurer shall provide a bond to the NYCRPC in the sum directed by the NYCRPC, with the premium for such bond to be paid by NYCRPC. The NYCRPC shall file an annual written report covering its police work with the Participants by March Thirty-first of each year. The NYCRPC shall have its books, accounts, and records audited annually by a Certified Public Accountant and a copy of his audit report shall be presented to the NYCRPC for review. If the NYCRPC fails to make such an audit, then the comptroller, auditors, or accountants designated by any one or all of the Participants shall be authorized from time to time to examine the books of the NYCRPC including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of the Commonwealth of Pennsylvania

shall have the right to examine the books, accounts and records of NYC RPC.

The funds from the Foreign Casualty and Insurance Company (Act 205, 1984, P.L. 1005, 53 PS Sec. 895.101 et seq., or any other act subsequently enacted) distributed to the Participants by the Commonwealth of Pennsylvania may be forwarded by the Participants for the purposes authorized under such act governing the operation of the police pension funds, the amount credited against proportionate shares of total costs to be paid by the Participants.

The fiscal year of the NYC RPC shall be January 1 to December 31.

8. DEPARTMENT OFFICES

(a) LOCATION

Offices of NYC RPC and its employees shall be located at 1445 East Canal Road, Dover, Pennsylvania, or at such other locations as the NYC RPC may subsequently determine in its discretion.

(b) BUILDING EXPENSE

The NYC RPC offices were constructed in 1975 at a total cost of \$86,857.00. This cost was divided among the then participating municipalities in the same proportion of units of service being utilized, i.e. 2,714.28 per unit as follows:

Dover Township	12 Units	32,571.36
Dover Borough	1 Unit	2,714.28
Manchester Township	15 Units	40,714.20
Paradise Township	1 Unit	2,714.28
Wellsville Borough	1 Unit	2,714.28
North York Borough	2 Units	5,428.56

A unit of service in 1975 was defined as twenty hours of service. Present units constitute ten hours of service and are valued at \$1,357.14. The

definition and value of units shall be subject to re-definition in the discretion of the Commission from time to time. At such time as any Participant is added to the membership of the Commission, said Participant will be assessed on the basis of the number of units initially put into service for the Participant as defined and valued at that time.

If any Participant, whether it was an original Participant or subsequently added to the Commission in the manner set forth above, voluntarily withdraws from its membership in the Commission at any time during the operation of the Agreement or the operation of the police headquarters, said withdrawing Participant shall be refunded its original assessment over a period of time to be decided by the Commission, which period of time will not exceed five (5) years.

Any amount paid by any Participant joining the Commission after the execution of the Composite Charter shall be paid into an interest bearing escrow account. The Principal amount of said interest bearing escrow account shall be used exclusively for the purpose of paying to any Participant who subsequently withdraws its appropriate sum. The interest accruing on said interest bearing escrow account shall be for the Building Fund and shall be used exclusively by the Commission for said purpose.

9. FUNDING ASSESSMENTS

The NYC RPC's operation shall be funded primarily through annually assessed contributions from its Participants, plus supplemental funding as may be available from time to time from local, state and federal sources. Assessed contributions for Participants shall be determined

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by the NYC RPC based upon the cost for providing police services to the NYC RPC and the proportion of such cost attributable to service required by each Participant. An equitable formula for assessment, employing such guideline, shall be developed and subject to annual review by the NYC RPC.

10. IMMUNITY AND CLAIMS

The police services performed and the expenditures incurred under this Charter shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participants within their boundaries shall extend to their participation in police services outside their boundaries and within the NYC RPC.

The NYC RPC shall maintain adequate liability insurance coverage against claims arising out of the police activities. Each Participant hereby waives any and all causes of action or claims against all other Participants hereto and against the NYC RPC which may arise out of NYC RPC's police activities. The NYC RPC further agrees to cause any insurance policy providing liability coverage against claims arising out of its police activities, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each Participant to this Charter as to any and all causes of action or claims which may arise out of its police activities hereunder, provided that coverage containing such waiver of subrogation remains available. Said liability insurance protection shall be subject to annual review with a certificate to issue naming the NYC RPC and all Participants as named insureds, provided coverage is available.

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For purposes of liability not covered by insurance protection, in actions arising out of regional police services, all Participants shall be proportionately liable for judgments rendered against any Participant in connection with police services rendered to the Participant by the NYC RPC or the NYC RPC for police services provided to that Participant. The proportion of liability shall be in the same proportion as the funding assessment of the Participant during the period the police services in question were rendered.

11. JOINDER OF PARTICIPANTS

Additional municipalities may become parties to this Agreement upon application to and acceptance by the NYC RPC and the governing bodies of at least two-thirds of its Participants, and upon such municipality's consent to be bound by the provisions of this Charter by the applicant municipality.

The NYC RPC may also permit the purchase of services by non-participating municipalities on terms established by the NYC RPC.

12. WITHDRAWAL OF PARTICIPANTS

A Participant may withdraw from participating in the NYC RPC and from the NYC RPC provided that written notice of intent to withdraw is sent by certified mail, return receipt requested, to the NYC RPC at least one year in advance of December 15 of the year in which such withdrawal is to be effective. The immediate costs of such withdrawal and any continuing obligations and liabilities necessarily assumed by the remaining Participants of the NYC RPC totally or partially attributable to the withdrawing Participant's participation shall be satisfied by the

withdrawing Participant. The withdrawal of less than two-thirds of the Participants at any given effective date shall not work a termination or dissolution of the NYCRC or NYCPRD.

13. TERM AND DISSOLUTION

(a) TERM

The term of this Charter shall begin on date of its execution and extend to December 15, 1986. Same shall thereafter renew automatically from year to year subject to termination by vote of two-thirds of the Participants of the NYCRC six months in advance of the effective date of such termination.

(b) DISSOLUTION

In the event of dissolution of the NYCRC all equipment, materials, and supplies retained by the NYCPRD shall be appraised by appraisers appointed by the NYCRC for purposes of determining the fair market value of the equipment, materials and supplies. The cash, equipment, materials and supplies shall then be distributed in the same proportion as the funding assessments for the Participants for the present fiscal year. In the event that an equitable distribution cannot be agreed upon by the Participants, all, or any portion of the equipment, materials and supplies shall be sold and the proceeds distributed in the aforesaid proportions.

Any real estate and improvements owned shall be sold. Participants shall have the privilege to bid on the property with the highest bidder being entitled to purchase, provided that the price bid is at least in the amount necessary to refund assessments made against Participants as described

in paragraph 8.(b) herein. If no qualified bids are received within thirty days of notice of sale being given by the NYCRPC, then the property shall be placed for sale by public or private sale as the NYCRPC may determine. All proceeds of sale shall be disbursed to Participants pro rata in accordance with assessments made under paragraph 8.(b). Each Participant shall be responsible for any unfunded or contingent liabilities of the NYCRPC in proportion to their respective unit assessments.

14. INTERPRETATION

All differences arising out of interpretation of this Charter shall be resolved by the NYCRPC, or if the dispute over interpretation is not resolved within sixty (60) days, by a vote of the participating municipalities, each body casting one vote as determined by a majority in each governing body.

15. AMENDMENT

This Charter shall not be subject to amendment or modification except by written document, dated, and executed. Any such amendment shall require the assent of at least two-thirds of all Participants.

IN WITNESS WHEREOF, the parties hereunto have executed the same the day and year first above written.

ATTEST:

Frederick E. O'Neil

DOVER TOWNSHIP

By: Donald J. Keitz

Frederick E. O'Neil

DOVER BOROUGH

By: Raymond W. Reinhardt

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MEDILL &
SHELLEY
TOWN, PENNSYLVANIA

ATTEST:

Fred C. Dutton

MANCHESTER TOWNSHIP

By: [Signature]

Fred E. Dutton

PARADISE TOWNSHIP

By: [Signature]

W. Conrad Amel

NORTH YORK BOROUGH

By: [Signature]

W. Conrad Amel

CONEWAGO TOWNSHIP

By: [Signature]

Northern York County Regional Police Commission
Resolution #91-05

COPY

WHEREAS, this Board recognizes its somewhat conflicting missions of providing the best possible police services for its members and the citizens of their communities, while also minimizing the cost of such police services to its members; and

WHEREAS, this Board acknowledges a need to establish a guideline for present and future professional staffing standards for sworn officers which recognizes these conflicting missions and effectively communicates adopted standards to its member organizations; and

WHEREAS, the adoption of such guidelines and their communication to, and understanding by, the member organizations, will assist such members in planning for, and implementing, fiscally responsible budgets, responsive to this Board's staffing guidelines and attendant funding requirements.

RESOLVED, that this Board adopt the International Association of Police Chiefs (IAPC) guidelines attached to this Resolution as Exhibit A for minimum professional staffing standards, as the desired minimum staffing standard for the NYCRPD to achieve and maintain.

RESOLVED, further, that the Board acknowledges that, at present, the IAPC guidelines are not met by the Department and that immediate compliance is economically impractical.

RESOLVED, also, that said staffing guidelines shall not be considered the minimum staffing requirements required for responsible/effective operation of the department, and any non-compliance with said guidelines, shall not be deemed, in any fashion, to constitute inadequate staffing or service.

RESOLVED, further, that the action of this Board in adopting the IAPC guidelines as the desired minimum staffing standard for the NYCRPD to achieve and maintain shall in no way obligate any of the member municipalities of the NYCRPC to any specific level of funding or police services and that each member municipality shall continue to determine the amount of services to be purchased by it from the NYCRPC.

RESOLVED, further, that this Board, with the assistance of the Chief of Police, develop, adopt and deliver to the participating member organizations, a three year plan to target compliance with the IAPC minimum staffing guidelines and proposed funding required for its implementation.

The Board directed that the proposed three year plan be discussed in executive session as a personnel matter, and that it be presented for review and adoption by its November 1991 meeting.

ADOPTED this 17th day of December, 1991.

NORTHERN YORK COUNTY REGIONAL POLICE
BOARD OF COMMISSIONERS

J. Euclide
JAMES EUCLIDE - DOVER TOWNSHIP

Ray Reiker
RAY REIKER - DOVER TOWNSHIP

TIM HORNER - MANCHESTER TOWNSHIP

Ronald F. Dolheimer
RONALD DOLHEIMER - PARADISE TOWNSHIP

Dale J. Sweitzer
DALE SWEITZER - CONENAGO TOWNSHIP

Walter Ross
WALTER ROSS - NORTH YORK BOROUGH

W.C. Lastoskie
WILLIAM LASTOSKIE - FRANKLIN TOWNSHIP

Robert Bostic
ROBERT BOSTIC - DILLSBURG BOROUGH

WITNESSED:

Jay C. Kauffman, Esq.

DETERMINING PATROL FORCE MANPOWER NEEDS

- Step 1 Determine the number of complaints or incidents received and responded to by the police departments in each community. Complaints and incidents include all forms of police activity where an officer responded and/or took official action. It does not include situations where advice was given over the telephone, delivering messages, handling internal police department matters, etc. If an actual complaint or incident figure is not available because the community does not have police department records, or they are not accessible, or are unreliable, an estimate may be used. Sound estimates may be made based upon the assumption that, on the average in any community, 550 police complaints or incidents will occur for every one thousand residents or 0.55 per resident. Therefore, if the population of a community is 4,500, it can be estimated that 2,475 police complaints or incidents will occur ($4,500 \times 0.55 = 2,475$).
- Step 2 Multiply the total complaints or incidents by 0.75 (45 minutes). It is generally conceded that 45 minutes is the average time required to handle a complaint or incident.
- Step 3 Multiply by three to add a buffer factor and time for preventive patrol. General experience has shown that about one-third of an officer's time should be spent handling calls for service. Other requirements for servicing police vehicles, personal relief, eating and supervision must be considered. Time required for aggressive preventive patrol must also be taken into consideration. Multiplying by three adjusts to these factors.
- Step 4 Divide the product by 2,920 - the total number of hours (365 days x 8 hours = 2,920) necessary to staff one basic one-officer patrol unit for one year.

In applying the IACP formula outlined above the number of patrol elements necessary to effectively police the area can be determined. The following example is presented to demonstrate how the formula would be applied to three typical communities.

	<u>Community A</u>	<u>Community B</u>	<u>Community C</u>
Complaints/Incidents	12,392	2,475*	6,391
Times 0.75	9,294	1,856	4,793
Times 3 (Buffer)	27,882	5,568	14,379
Divide by 2,920	9.55	1.91	4.92
Patrol Elements Required	<u>9.55</u>	<u>1.91</u>	<u>4.92</u>

Total Patrol Elements Necessary - 16.38
 *Estimated Based upon 0.55 Incidents for Resident

Figure 5.5

Exhibit A

If police officers could be expected to work eight hours each day, 365 days each year, there would be a need for 16.38 officers to provide police services for the three communities in the above example. Since this cannot be expected, it must be determined just how many hours in each year a police officer will not be available for duty because of normal time off periods. Then, we must establish just how many additional officers will be necessary to fill-in for those on normal time off status. This information is determined by itemizing all the areas in which time off is granted to an officer and the total annual hours allowed for each area. For example, if the fringe benefit package arrived at for the regional police department provides for a forty hour work-week for all officers, this means that each officer will be off-duty sixteen hours each week or 832 hours a year. Listed below are most of the common time-off factors which are normally part of the fringe benefit package, or which subtract from available duty time.

Factor	Annual Man-Hours
Days off (2 days per week)	832
Vacation (15 days per year)	120
Holidays (10 days per year)	80
Court Days (5 days per year)	40
Training (5 days per year)	40
Sick and Injury (5 days per year)	40
Misc. Leave (Death in family, etc.)	8
Total hours not available	1,160

In the above calculation, it has been determined that of the 2,920 hours in each patrol element, the officer assigned to staff it will be off-duty 1,160 hours and on duty 1,760 hours. Therefore, if this were the time-off schedule developed for the regional police department serving the three communities just discussed (Community A, Community B and Community C), it can be determined that an additional 10.8 patrol officers would be necessary to staff the 16.38 patrol elements decided to be necessary to effectively police the three communities. The 10.8 additional officers added to the 16.38 original officers indicates a need for 27.18 or 27 officers. In this example, it actually takes 1.66 patrol officers to staff each patrol element.

To continue the three community example further, it was determined that it would take 16.38 patrol elements staffed by 27 patrol officers to police the three communities 24 hours each day, 365 days each year. This number would not include the supervisors, specialists or civilians necessary to administer the police agency or perform specialist functions. The question now is "How should the 27 patrol officers be assigned or distributed throughout the 24 hour working day to assure an adequate number of officers on each shift?"

subject to any and all remedies available at law for a breach of contract, including, but not limited to, an injunction restraining participant from the reduction in units of service, and/or damages resulting from such unauthorized reduction in units of service.

5. Payment of Participant's Costs Incurred as a Result of Reduction in Service. The reduction by participant of its units of service will inevitably result in an increase in the cost of units of service to the remaining participants, unless and until the participant returns to its prior level of service, or another participant increases its units of service in a commensurate amount. Therefore, until the reducing participant reassumes its units of service, or another participant assumes the corresponding amount of units of service, the participant reducing its units of service shall be responsible for the payment of additional costs incurred by the remaining participants.

6. Costs Calculation. Given the philosophy stated above, the Commission takes the view that in interpreting the language of Paragraphs 2, 5 and 9, a broad and comprehensive interpretation of those costs is appropriate. Clearly, the costs, obligations and liabilities at the effective date of any reduction in service must be evaluated, on a case-by-case basis, before being determined and assessed against a reducing participant. The following constitutes a listing of identifiable costs, obligations, and liabilities which may be assessed by the Board upon a reducing participant, and is subject to modification, addition, or subtraction on a case-by-case basis:

- (A) Unit cost differential to other participants for units of service.
- (B) Unemployment compensation benefits payable to officers or administrative staff laid off.
- (C) Pension funding obligations.
- (D) Welfare benefit (sick leave, vacation, etc.) obligations.
- (E) Administrative and accounting fees incurred.
- (F) Legal fees, judgments/awards under labor laws and collective bargaining agreements.

7. Continuing Liability. The Commission recognizes and acknowledges that certain costs, obligations, and liabilities, for which a participant reducing its service is responsible, may not be calculable until the effective date of reduction in service, since the costs may vary, from date of notice of reduction in service to the actual effective date. Such costs shall, in fact, be assessed as of their effective date. Estimates of such costs may be made by the Commission upon request of the participant reducing its service, provided that the costs of calculating and communicating

such estimates shall be borne by the participant requesting same. In addition, some costs, obligations, and liabilities are of a continuing nature and will extend well beyond the effective date of reduction in service. Those costs can only be estimated, and shall be assumed by the participant reducing its service at the effective date of the reduction in service.

(Adopted by Resolution 99-02 of the NYC RPC on 7/20/99)

Exhibit C

**JOINDER AGREEMENT BETWEEN HEIDELBERG TOWNSHIP
AND NORTHERN YORK COUNTY REGIONAL POLICE COMMISSION**

THIS AGREEMENT (the “Agreement”) is made by and between the Northern York County Regional Police Commission (the “Commission”) and Heidelberg Township (the “Township), collectively, the “Parties.”

WHEREAS, the Commission is an unincorporated, non-profit association established under the Authority of the Act of July 12, 1972, P.L. 180, as amended, 53 P.S. § 481, *et seq.* for the express purpose of providing police services for its member municipalities and is organized pursuant to the Composite Charter of Northern York County Regional Police Commission, dated January 21, 1986 (the “Charter”), which is attached as Exhibit A and incorporated into this Agreement, and has its police headquarters at 1445 East Canal Road, Dover, Pennsylvania;

WHEREAS, the Township is a duly incorporated Second Class Township under the laws of the Commonwealth of Pennsylvania located in York County with municipal headquarters at 6424 York Road, Spring Grove, Pennsylvania;

WHEREAS, the Parties previously entered into an Agreement for Police Services that became effective on January 1, 2020, which is annexed as Exhibit B and incorporated into this Agreement, under which the Township would receive police protection services from the Commission as a contracting party rather than as a Participant member of the Commission;

WHEREAS, the Township now desires to dissolve the Agreement for Police Services effective January 1, 2022 to become a full Participant member of the Commission, pursuant to Article 11 of the Charter, effective January 1, 2022;

WHEREAS, the Commission desires to add the Township as a full Participant member;

NOW THEREFORE, intending to be legally bound, knowingly and voluntarily, and in consideration of the mutual covenants contained herein, it is hereby agreed by and between the Parties as follows:

1. **Purpose.** The purpose of this Agreement shall be to dissolve the Agreement for Police Services and for the Township to join the Commission as a full Participant under Article 11 of the Charter for the purpose of receiving comprehensive police protection within its municipal boundaries from the Commission.

2. **Incorporation of Charter.** The Township expressly agrees that it shall be bound in all respects by the provisions of the Charter as if an original signatory thereto and that its entry into this Agreement, and into the Commission as a full Participant, shall be pursuant to the terms and conditions of the Charter, including all subsequent amendments thereto, and all binding Resolutions of the Commission.

3. **Dissolution of Agreement for Police Services.** Effective January 1, 2022, the Agreement for Police Services annexed hereto as Exhibit B is dissolved if the conditions set forth in Section 6 of this Agreement occur on or before December 31, 2021. If any of such conditions do not occur on or before December 31, 2021, then the Agreement for Police Services shall not be dissolved and shall remain effective in its entirety on January 1, 2022.

4. **2022 Funding Assessment.** As a Participant member of the Commission, the Township shall pay the Commission on an annual basis pursuant to Articles 7 and 9 of the Charter. Such annual contributions are based upon the number of Police Protection Units purchased by the Township. The Parties expressly agree that, for the fiscal year 2022, the first year of that the Township will be a Participant Member, the Township shall pay for nine (9) Police Protection Units from the Commission at the cost per Police Protection Unit calculated pursuant to the terms

of the Charter and all applicable Resolutions of the Commission. At the time of the execution of this Agreement, a Police Protection Unit for the fiscal year 2021 is equal to ten (10) hours of police service per week within the municipality's political borders and is valued at \$43,682.30. After the fiscal year 2022, the Township's annual funding assessments, like all other Participants, will be calculated, assessed, and paid pursuant to the policies and practices of the Commission, the terms of the Charter, all subsequent amendments thereto, and all Resolutions of the Commission. Moreover, the Township acknowledges that it may only modify the number of Police Protection Units it purchases as a Participant member of the Commission in accordance with the policies and practices of the Commission, the terms of the Charter, all subsequent amendments thereto, and all Resolutions of the Commission.

5. **Building Expense Assessment.** Article 8(b) of the Charter states that Participants shall pay a Building Expense assessment upon joining the Commission and that such Building Expense "will be assessed on the basis of the number of units initially put into service for the Participant as defined and valued at that time." The Parties expressly agree that, in satisfaction of its obligations as a joining Participant under Article 8(b), the Township's Building Expense shall be in the amount of \$10,857.12 and shall be paid to the Commission no later than February 28, 2022.

6. **Conditions Necessary for this Agreement to take Effect.** This Agreement shall not take effect unless the following conditions are satisfied on or before December 31, 2021:

- a. The Commission passes a Resolution dissolving the Agreement for Police Services and approving the Township's membership to the Commission as a full Participant;

- b. At least six of the nine governing bodies of the current Participant municipalities of the Commission pass Resolutions dissolving the Agreement for Police Services and approving the Township's membership to the Commission as a full Participant; and
- c. The Township's Board of Supervisors passes a Resolution dissolving the Agreement for Police Services and authorizing the Township to join the Commission as a Participant member.

If any of these conditions are not satisfied on or before December 31, 2021, this Agreement shall be null and void in its entirety, shall not take effect, and the Agreement for Police Services shall not be dissolved and shall instead remain in effect in its entirety on January 1, 2022.

7. **Effective Date.** This Agreement shall become effective on January 1, 2022 and shall remain in effect indefinitely pursuant to the terms of the Charter.

8. **Authorization to Enforce Township Code.** Within thirty (30) days of executing this Agreement, if it has not already done so, the Township shall adopt by a majority vote all resolutions, ordinances, local laws, or other legislation necessary to authorize the Commission and its Officers to enforce the Code of the Township of Heidelberg, and all other Ordinances which the Township may add to its Code after the execution of this Agreement.

9. **Entire Agreement.** The Parties agree that this is the entire Agreement concerning the relationship between the Parties and that no representations or inducements have been made by either side except as set forth herein. The Parties acknowledge that, if all conditions necessary for this Agreement to take effect are satisfied, the Agreement supersedes and replaces any prior agreement or proposal, whether oral or written, between the Parties.

10. **Modification.** This Agreement may not be modified, altered or changed except by express written agreement of the Parties, making specific reference to this Agreement and

approved at a public meeting by a majority vote of the Parties' respective governing bodies. Notwithstanding the foregoing, after the Township joins the Commission as a Participant on January 1, 2022, it may only withdraw from the Commission pursuant to the terms of the Charter and the terms of the Charter which are incorporated into this Agreement may only be modified pursuant the Charter.

11. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles.

12. **Headings.** Captions and headings are for convenience and reference only.

13. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES APPEAR ON NEXT PAGE

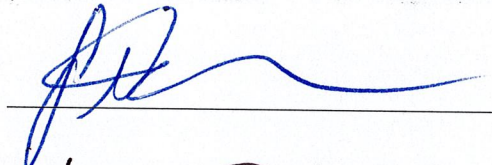
IN WITNESS WHEREOF, the Parties' respective governing bodies have reviewed this Agreement and approved by a majority vote for it to be executed by their respective undersigned officers or elected officials.

IT IS HEREBY AGREED:

Heidelberg Township

**Northern York County
Regional Police Commission**

By:



By:

Attest:

Heather Billet sec.

Attest:

Date:

8/4/21

Date:

Exhibit A

COMPOSITE CHARTER OF
NORTHERN YORK COUNTY REGIONAL
POLICE COMMISSION

THIS CHARTER AGREEMENT is entered into this 21st day of January, 1986, as the Composite Charter for the Northern York County Regional Police Commission (NYCRPC), an unincorporated, non-profit association established under the authority of Act of July 12, 1972, P.L. 180, as amended, 53 P.S. Sec. 481 et seq. for the express purpose of providing police services for its present and future member municipalities (Participants). Said Participants, in consideration of their mutual commitments herein set forth, agree to be bound to the acknowledgments and covenants hereinafter set forth.

PREAMBLE

- A. The Participants acknowledge that the NYCRPC was created via Articles of Agreement executed June 19, 1973, by Dover Township, Dover Borough, Manchester Township, Paradise Township, and Wellsville Borough; and
- B. Acknowledged further that said Articles of Agreement were amended via an Amendment executed May 22, 1975, and further amended via certain Articles of Amendment executed September 20, 1983; and
- C. Finally acknowledged that the present Participants in the NYCRPC are Dover Township, Dover Borough, Manchester Township, Paradise Township, North York Borough, and Conewago Township.

1. INTEGRATION

The Articles of Agreement of June 19, 1973, the Amendment of May 22, 1975, and the Articles of Amendment of September 20, 1983, shall be deemed null and void and of no further force and effect, with this Composite

Charter to supersede same in all respects, to serve in substitution thereof.

2. PURPOSE

The express purpose of the Charter shall be to establish the NYC RPC as an unincorporated association, distinct from its Participants, the goal of which association shall be to provide comprehensive, quality police protection for its Participants in the most efficient manner.

3. ORGANIZATION

(a) APPOINTMENT OF COMMISSIONERS

The NYC RPC shall be governed by a joint commission of persons composed of one representative from each Participant selected in accordance with the following rules:

- (i) The representative of each township shall be a supervisor of that township selected by the board of supervisors and a representative of a borough shall be the mayor of the borough or member of borough council, provided that a second supervisor or member of borough council may also be appointed as an alternate representative to serve in the primary representative's stead when unavailable or incapacitated temporarily;
- (ii) appointments by Participants shall be made at each Participant's periodic reorganizational meeting to be effective that date;
- (iii) any commissioner vacating his office with the Participant for any reason or becoming incapable of performing the duties of that office shall

be deemed to have resigned his commissionership on even date therewith, and the Participant shall forthwith appoint a successor for his unexpired term.

(b) CONDUCT OF MEETINGS

Each commissioner shall have one vote. A majority of the commissioners shall constitute a quorum and a majority vote of those present shall constitute effective action taken by the NYCRPC, except as to amendment, termination of this Charter, or joinder of participants, where a two-thirds vote shall be required. Roberts Rules of Order, Revised, shall otherwise govern the conduct of the NYCRPC at its meetings and the duties of its officers.

(c) OFFICERS

The NYCRPC shall have elected at a minimum, the following officers: Chairman, Vice-Chairman, Secretary and Treasurer. Other officers may be elected as well, and the NYCRPC may also appoint commissioners, individually or in committees, to act in the capacities assigned, for and on behalf of the NYCRPC in matters as the NYCRPC sees fit.

(d) SCHEDULING OF MEETINGS

The members of the NYCRPC shall meet monthly for the purpose of conducting the business of the Commission, or at such other time as may be determined by the NYCRPC. Special or rescheduled regular meetings of the NYCRPC may be scheduled by appropriate resolution of the Commission fixing the date, time and place of such meeting. Special or rescheduled regular meetings may be called at the written request of any two or more members of the NYCRPC. The

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call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time and place as shall be designated in the call of the meeting. Written notice of each such special or rescheduled meeting shall be given, at least one day prior to the day named for the meeting, to each member of the NYC RPC who does not waive such notice in writing. All meetings shall be scheduled and conducted in compliance with 65 P.S. Sec. 261 et seq., commonly known as the Sunshine Law.

4. INDEPENDENT POLICE DISTRICT

The geographic area served by the NYC RPC shall be that area encompassed within the collective political boundaries of the Participants. The established municipal boundaries of those Participants shall otherwise be ignored and the area served by the NYC RPC shall be identified as the Northern York County Regional Police District (NYCRPD). The Participants shall be deemed to have surrendered their authority to police said areas to the NYC RPC, subject to the terms of this Charter, with said district to be independent of the Participants for purposes of this Charter, and subject solely to the control and authority of the NYC RPC.

5. JURISDICTION AND AUTHORITY

(a) JURISDICTION

The NYC RPC shall have the responsibility for and jurisdiction over all actions customary and appropriate to provide police service to the NYCRPD in accordance with the statement of PURPOSE as set forth in paragraph 2.

(b) EXPRESS AUTHORITY

The NYC RPC shall have the following express authority:

- (i) lease, sell, purchase real estate;
- (ii) lease, sell, purchase personal property;
- (iii) enter contracts for purchase of goods and services, and collective bargaining agreements;
- (iv) hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
- (v) serve as a hearing board for employee grievances;
- (vi) establish and maintain bank accounts and other financial accounts;
- (vii) invest monies;
- (viii) borrow monies;
- (ix) establish and fund employee benefit programs, including a pension fund; and
- (x) delegate any of its powers expressed or implied to the Chief of Police or his next in command, in the discretion of the NYC RPC.

(c) IMPLIED/INCIDENTAL AUTHORITY

In addition, the NYC RPC shall have the authority necessarily implied and incidental to carrying out its Purposes in providing police protection to the NYC RPD.

6. GOVERNING LAW

As an independent, non-profit, unincorporated association, the NYC RPD shall not be governed by city, borough or township codes, including but not limited to those known as the Borough Code and the Police Tenure Act. The NYC RPC may, in its discretion, look to such codes for guidance and direction in the handling of its affairs; however, in doing so, shall not be deemed in any

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fashion to have adopted or become bound to abide by said laws by implication or past practice. The NYC RPC shall abide by the provisions of 2 Pa. C.S.A. 101 et seq., commonly known as the Local Agency Law.

7. FINANCE

The NYC RPC shall prepare an annual budget which shall be submitted for consideration and approval to each of the Participants not later than October 1; and, that if such approvals have not been consummated, the prior year's budget shall be operative until such approvals are given to the NYC RPC. Each Participant to this agreement shall release to the Treasurer proportionate shares of the annual budget appropriations monthly or quarterly on the first day of February, May, August, and November of each year. Monies paid to the Treasurer shall be invested by the Treasurer upon consultation and advice by the NYC RPC pending disbursement for services. The Treasurer shall provide a bond to the NYC RPC in the sum directed by the NYC RPC, with the premium for such bond to be paid by NYC RPC. The NYC RPC shall file an annual written report covering its police work with the Participants by March Thirty-first of each year. The NYC RPC shall have its books, accounts, and records audited annually by a Certified Public Accountant and a copy of his audit report shall be presented to the NYC RPC for review. If the NYC RPC fails to make such an audit, then the comptroller, auditors, or accountants designated by any one or all of the Participants shall be authorized from time to time to examine the books of the NYC RPC including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of the Commonwealth of Pennsylvania

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shall have the right to examine the books, accounts and records of NYC RPC.

The funds from the Foreign Casualty and Insurance Company (Act 205, 1984, P.L. 1005, 53 PS Sec. 895.101 et seq., or any other act subsequently enacted) distributed to the Participants by the Commonwealth of Pennsylvania may be forwarded by the Participants for the purposes authorized under such act governing the operation of the police pension funds, the amount credited against proportionate shares of total costs to be paid by the Participants.

The fiscal year of the NYC RPC shall be January 1 to December 31.

8. DEPARTMENT OFFICES

(a) LOCATION

Offices of NYC RPC and its employees shall be located at 1445 East Canal Road, Dover, Pennsylvania, or at such other locations as the NYC RPC may subsequently determine in its discretion.

(b) BUILDING EXPENSE

The NYC RPC offices were constructed in 1975 at a total cost of \$86,857.00. This cost was divided among the then participating municipalities in the same proportion of units of service being utilized, i.e. 2,714.28 per unit as follows:

Dover Township	12 Units	32,571.36
Dover Borough	1 Unit	2,714.28
Manchester Township	15 Units	40,714.20
Paradise Township	1 Unit	2,714.28
Wellsville Borough	1 Unit	2,714.28
North York Borough	2 Units	5,428.56

A unit of service in 1975 was defined as twenty hours of service. Present units constitute ten hours of service and are valued at \$1,357.14. The

definition and value of units shall be subject to re-definition in the discretion of the Commission from time to time. At such time as any Participant is added to the membership of the Commission, said Participant will be assessed on the basis of the number of units initially put into service for the Participant as defined and valued at that time.

If any Participant, whether it was an original Participant or subsequently added to the Commission in the manner set forth above, voluntarily withdraws from its membership in the Commission at any time during the operation of the Agreement or the operation of the police headquarters, said withdrawing Participant shall be refunded its original assessment over a period of time to be decided by the Commission, which period of time will not exceed five (5) years.

Any amount paid by any Participant joining the Commission after the execution of the Composite Charter shall be paid into an interest bearing escrow account. The Principal amount of said interest bearing escrow account shall be used exclusively for the purpose of paying to any Participant who subsequently withdraws its appropriate sum. The interest accruing on said interest bearing escrow account shall be for the Building Fund and shall be used exclusively by the Commission for said purpose.

9. FUNDING ASSESSMENTS

The NYC RPC's operation shall be funded primarily through annually assessed contributions from its Participants, plus supplemental funding as may be available from time to time from local, state and federal sources. Assessed contributions for Participants shall be determined

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by the NYCRC based upon the cost for providing police services to the NYCRC and the proportion of such cost attributable to service required by each Participant. An equitable formula for assessment, employing such guideline, shall be developed and subject to annual review by the NYCRC.

10. IMMUNITY AND CLAIMS

The police services performed and the expenditures incurred under this Charter shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participants within their boundaries shall extend to their participation in police services outside their boundaries and within the NYCRC.

The NYCRC shall maintain adequate liability insurance coverage against claims arising out of the police activities. Each Participant hereby waives any and all causes of action or claims against all other Participants hereto and against the NYCRC which may arise out of NYCRC's police activities. The NYCRC further agrees to cause any insurance policy providing liability coverage against claims arising out of its police activities, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each Participant to this Charter as to any and all causes of action or claims which may arise out of its police activities hereunder, provided that coverage containing such waiver of subrogation remains available. Said liability insurance protection shall be subject to annual review with a certificate to issue naming the NYCRC and all Participants as named insureds, provided coverage is available.

For purposes of liability not covered by insurance protection, in actions arising out of regional police services, all Participants shall be proportionately liable for judgments rendered against any Participant in connection with police services rendered to the Participant by the NYC RPC or the NYC RPC for police services provided to that Participant. The proportion of liability shall be in the same proportion as the funding assessment of the Participant during the period the police services in question were rendered.

11. JOINDER OF PARTICIPANTS

Additional municipalities may become parties to this Agreement upon application to and acceptance by the NYC RPC and the governing bodies of at least two-thirds of its Participants, and upon such municipality's consent to be bound by the provisions of this Charter by the applicant municipality.

The NYC RPC may also permit the purchase of services by non-participating municipalities on terms established by the NYC RPC.

12. WITHDRAWAL OF PARTICIPANTS

A Participant may withdraw from participating in the NYC RPC and from the NYC RPCD provided that written notice of intent to withdraw is sent by certified mail, return receipt requested, to the NYC RPC at least one year in advance of December 15 of the year in which such withdrawal is to be effective. The immediate costs of such withdrawal and any continuing obligations and liabilities necessarily assumed by the remaining Participants of the NYC RPC totally or partially attributable to the withdrawing Participant's participation shall be satisfied by the

withdrawing Participant. The withdrawal of less than two-thirds of the Participants at any given effective date shall not work a termination or dissolution of the NYC RPC or NYC RPD.

13. TERM AND DISSOLUTION

(a) TERM

The term of this Charter shall begin on date of its execution and extend to December 15, 1986. Same shall thereafter renew automatically from year to year subject to termination by vote of two-thirds of the Participants of the NYC RPC six months in advance of the effective date of such termination.

(b) DISSOLUTION

In the event of dissolution of the NYC RPC all equipment, materials, and supplies retained by the NYC RPD shall be appraised by appraisers appointed by the NYC RPC for purposes of determining the fair market value of the equipment, materials and supplies. The cash, equipment, materials and supplies shall then be distributed in the same proportion as the funding assessments for the Participants for the present fiscal year. In the event that an equitable distribution cannot be agreed upon by the Participants, all, or any portion of the equipment, materials and supplies shall be sold and the proceeds distributed in the aforesaid proportions.

Any real estate and improvements owned shall be sold. Participants shall have the privilege to bid on the property with the highest bidder being entitled to purchase, provided that the price bid is at least in the amount necessary to refund assessments made against Participants as described

in paragraph 8.(b) herein. If no qualified bids are received within thirty days of notice of sale being given by the NYCRPC, then the property shall be placed for sale by public or private sale as the NYCRPC may determine. All proceeds of sale shall be disbursed to Participants pro rata in accordance with assessments made under paragraph 8.(b). Each Participant shall be responsible for any unfunded or contingent liabilities of the NYCYPD in proportion to their respective unit assessments.

14. INTERPRETATION

All differences arising out of interpretation of this Charter shall be resolved by the NYCRPC, or if the dispute over interpretation is not resolved within sixty (60) days, by a vote of the participating municipalities, each body casting one vote as determined by a majority in each governing body.

15. AMENDMENT

This Charter shall not be subject to amendment or modification except by written document, dated, and executed. Any such amendment shall require the assent of at least two-thirds of all Participants.

IN WITNESS WHEREOF, the parties hereunto have executed the same the day and year first above written.

ATTEST:

Fredrick E. Anthon

DOVER TOWNSHIP

By: Donald J. Leitz

Fredrick E. Anthon

DOVER BOROUGH

By: Raymond H. Raiborn

LAW OFFICES
UHRER,
MEDILL &
SHELLEY
YORK, PENNSYLVANIA

ATTEST:

Friedrich C. Dittler

MANCHESTER TOWNSHIP

By: [Signature]

Friedrich E. Dittler

PARADISE TOWNSHIP

By: [Signature]

W. Conrad Arnold

NORTH YORK BOROUGH

By: [Signature]

W. Conrad Arnold

CONEWAGO TOWNSHIP

By: [Signature]

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SHELLEY
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Exhibit B

**AGREEMENT FOR POLICE SERVICES BETWEEN HEIDELBERG
TOWNSHIP AND NORTHERN YORK COUNTY REGIONAL POLICE COMMISSION**

THIS AGREEMENT FOR POLICE SERVICES (the "Agreement") is made by and between the Northern York County Regional Police Commission (the "Commission") and Heidelberg Township (the "Township"), collectively, the "Parties."

WHEREAS, the Commission is an unincorporated, non-profit association established under the Authority of the Act of July 12, 1972, P.L. 180, as amended, 53 P.S. § 481, *et seq.* for the express purpose of providing police services for its member municipalities and is organized pursuant to the Composite Charter of Northern York County Regional Police Commission, dated January 21, 1986 (the "Charter,"), which is annexed to this Agreement as Exhibit A, and has its police headquarters at 1445 East Canal Road, Dover, Pennsylvania;

WHEREAS, the Township is a duly incorporated Township of the Second Class under the laws of the Commonwealth of Pennsylvania and is located in York County with its municipal headquarters at 6424 York Road, Spring Grove, Pennsylvania;

WHEREAS, the Township has no police department and currently receives police services by way of membership in the Southwestern Regional Police Department ("Southwestern Regional");

WHEREAS, the Township Board of Supervisors has decided to withdraw from Southwestern Regional and is uniquely situated to receive police services from the Commission because it borders Commission members North Codorus Township, Jackson Township, and Paradise Township;

WHEREAS, the Commission provided the Township a service proposal detailing the Commission's structure, capabilities, and estimated costs for police services as either a contracting party or full "Participant" member under the Charter;

WHEREAS, having reviewed the proposal, the Township desires to contract for eight (8) Police Protection Units from the Commission rather than join the Commission as a Participant;

WHEREAS, the Parties have engaged in good faith negotiations for the terms of such contracted police services and, by entering into this Agreement, hereby set forth such terms in writing;

NOW THEREFORE, intending to be legally bound, knowingly and voluntarily, and in consideration of the mutual covenants contained herein, it is hereby agreed by and among the Parties as follows:

1. **Purpose.** The purpose of this Agreement shall be for the Township's purchase of police services from the Commission under Section 11 of the Charter that are equivalent to the police services provided to the Commission's Participants under the Charter except where otherwise set forth in this Agreement.

2. **Independent Police District.** Section 4 of the Charter, which establishes the Commission as an independent police district over the collective political boundaries of its Participants and surrenders the Participants' authority to police within their political boundaries, is fully incorporated into this Agreement as if the Township were a Participant under the Charter.

3. **Jurisdiction and Authority.** Section 5 of the Charter, which establishes the Commission's (a) responsibility and jurisdiction over all actions related to providing police services, (b) express authority for certain enumerated powers related to management of a police force, and (c) implied/incidental authority for carrying out the Commission's purpose, is fully incorporated into this Agreement as if the Township were a Participant under the Charter.

4. **Authorization to Enforce Township Code.** Within 30 days of executing this Agreement, the Township shall adopt by a majority vote all resolutions, ordinances, local laws,

or other legislation necessary to authorize the Commission and its Officers to enforce the Code of Heidelberg Township, and all other Ordinances which the Township may add to its Code after the execution of this Agreement.

5. **Non-Voting Representative.** The Township shall have the right to appoint one of its current elected officials as a Non-Voting Representative to the Commission. Such Non-Voting Representative shall be appointed and replaced in the same manner as Commissioners under Section 3(a) of the Charter and may participate in all Commission meetings, including executive sessions, but shall have no rights to vote or hold an officer position pursuant to Sections 3(b) and 3(c) of the Charter.

6. **Effective Date and Term.** This Agreement shall become effective on January 1, 2020, and shall remain in effect for a minimum of five (5) years, until December 31, 2024, unless terminated early by the Township pursuant to Paragraph 12(b) of this Agreement. Thereafter, this Agreement shall remain effective in perpetuity unless terminated or modified pursuant to Paragraph 12 of this Agreement or unless the Township becomes a full Participant of the Commission pursuant to the terms of this Agreement and applicable Sections of the Charter.

7. **Annual Contribution.** As consideration for the police services provided by this Agreement, the Township agrees to pay the Commission an annual contribution each year that the Agreement is in effect. Such annual contribution is based upon the number of Police Protection Units purchased by the Township and shall be assessed pursuant to Section 7 of the Charter and paid quarterly pursuant to Section 9 of the Charter, both of which Sections are fully incorporated into this Agreement as if the Township were a Participant under the Charter, except that the Commission's annual budget does not require approval by the Township Board of Supervisors.

a. Fiscal Year 2020. For the fiscal year 2020, the first year of this Agreement, the Township agrees to purchase eight (8) Police Protection Units from the Commission at the same cost per Police Protection Unit as is paid by the Participants of the Commission.

b. Police Protection Unit. At the time of the execution of this Agreement, a Police Protection Unit is equal to ten (10) hours of police service per week within the purchasing municipality's political borders and, for 2020, is valued at \$43,766.33 per unit. Should the Commission change its definition of a Police Protection Unit as it applies to Participants following the execution of this Agreement, the Township agrees to be bound by such modification. The Township agrees to be bound by all Commission practices and policies for determining the cost of a Police Protection Unit and the Commission agrees that it shall assess the same cost per Police Protection Unit purchased by the Township, pursuant to Section 9 of the Charter, as it does for Police Protection Units purchased by its Participants. Moreover, the Township acknowledges and understands that extraordinary events may result in a higher than usual increase in the annual cost of a Police Protection Unit which increase will not be more than the Unit cost increase paid by the Participants of the Commission.

c. Change in Police Protection Units Purchased. After the fiscal year 2020, the Parties may only modify the number of Police Protection Units purchased by the Township under this Agreement in accordance with Commission Resolution numbers 91-05 and 99-02, attached to this Agreement as Exhibits B and C, the terms of which are fully incorporated into this Agreement as if the Township were a Participant under the Charter.

8. Immunity and Claims. Subsections (a), (b) and (c) of Section 10 of the Charter, which (a) extends to the Commission all immunities from liabilities enjoyed by Participants as

political subdivisions, (b) requires the Commission to maintain liability insurance for its police activities and (c) waives claims by and between Participants against one another arising out of police activities are fully incorporated into this Agreement as if the Township were a Participant under the Charter.

9. **Supervision, Direction and Control.** The police officers providing police services under the terms of this Agreement shall be, at all times, under the immediate supervision, direction and control of the Commission and the Chief of Police. The Chief of Police shall, at all times, exercise his professional discretion in establishing an appropriate schedule which ensures, insofar as reasonably practical, the welfare and safety of the residents, businesses, and community at large of the Township.

10. **No Ownership Interest.** By contracting for services, the Township holds no ownership interest in the assets or real property of the Commission. In the unlikely event that the Commission dissolves under Section 13(b) of the Charter while this Agreement is effective, the Township shall have none of the rights or obligations of the Participants of the Commission set forth in Section 13(b) of the Charter. The Commission will assess no fees for Building Expenses against the Township as are assessed against joining Participants under Section 8 of the Charter.

11. **Joinder as Participant.** No less than six months before the start of any fiscal year, the Township may apply to become a full Participant of the Commission upon approval by the Commission and the governing bodies of at least two-thirds of its Participants, pursuant to Section 11 of the Charter. If approved, the Township shall become a full Participant at the start of the fiscal year following its application, at which time this Agreement will become null and void and the Township will assume all rights and obligations of Participants set forth in the

Charter and will be obligated to pay any fees for Building Expenses assessed against joining Participants under Section 8 of the Charter.

12. **Termination of Agreement.** The Township or Commission may terminate this Agreement only upon providing the other Party with the proper Notice to Terminate, as set forth in this paragraph. Termination of this Agreement will only become effective upon the start of a fiscal year, as defined by Section 7 of the Charter as January 1. Upon the effective date of the termination of this Agreement, the Commission shall have no obligation to provide the Township with police services and the Township shall have no obligation to provide the Commission further annual contributions for police services except that it must pay the Commission any outstanding but unpaid contributions at the effective date of termination. When timely notice is given, the Township shall have no obligation to pay any fee or penalty to terminate this Agreement that the Charter may otherwise assess against Participants withdrawing from the Commission.

a. **Notice to Terminate.** The Township must provide written notice of its intention to terminate the Agreement to the Commission's Chief of Police, 1445 East Canal Road, Dover, Pennsylvania, by hand-delivery or certified mail. The Commission must provide written notice of its intention to terminate the Agreement to the Chairperson of the Township Board of Supervisors, 6424 York Road, Spring Grove, Pennsylvania. Such notice, by either party, is effective only if approved by the Parties' respective governing body prior to delivery. Such notice must be provided by no later than 12:00 p.m. on the 31st day of December two (2) years and twelve (12) hours before the start of the fiscal year upon which the Party desires the Agreement to expire. Once such notice has been provided by either Party, the Township shall

purchase the same, or greater, number of Police Protection Units as purchased on the date of the notice for the remaining years that the Agreement is in effect.

b. Township's Right to Early Termination. The Commission agrees that, if Southwestern Regional dissolves and seeks to sell its police headquarters located at 6115 Thoman Drive, Spring Grove, Pennsylvania, identified by the York County Assessment Office as District 30, Map EE, Parcel 16B (the "Southwestern Headquarters"), the Commission has a duty to engage in good faith negotiations with Southwestern Regional to purchase the Southwestern Headquarters. The Commission shall violate this duty only if it declines an offer from Southwestern Regional to sell the Southwestern Headquarters to the Commission for an amount not to exceed Four-Hundred-Thousand Dollars (\$400,000.00). If the Commission violates its duty to negotiate in good faith in the manner set forth in the preceding sentence, the Township may terminate this Agreement before the completion of the full five (5) year minimum term set forth in Paragraph 6 of this Agreement. Any early termination by the Township pursuant to this subparagraph is subject to all notice requirements of subparagraph "a" above and all other termination provisions set forth in this paragraph, except the written notice period is shortened to two (2) months and twelve (12) hours and requires the Township to purchase services for one (1) year.

13. Defense and Indemnity by Township. In relation to any and all claims or litigation arising out of, or otherwise related to, the Township's withdrawal from Southwestern Regional to receive police services pursuant to this Agreement, the Township agrees that it shall indemnify, reimburse, defend, and hold harmless the Commission and its current and former elected and appointed officials, officers, agents, representatives and employees, and the Commission's constituent municipalities and their current and former elected and appointed

officials, officers, agents, representatives and employees in their official and individual capacities, from all claims, liabilities, demands, remedies, including statutory remedies, attorneys' fees and costs, and causes of action known or unknown, fixed or contingent in connection with any claim or cause of action before any court, administrative agency, hearing officer, or other body, including, but not limited to, the Pennsylvania Court of Common Pleas, Pennsylvania Labor Relations Board, United States District Court, or any arbitrator or hearing officer appointed pursuant to any collective bargaining agreement grievance procedure or federal, state, or local law.

14. Defense and Indemnity by Commission. The police services provided hereunder shall, at all times, be under the exclusive supervision, direction and control of the Commission and Chief of Police, in accordance with Section 8 of this Agreement. In relation to any and all claims or litigation arising out of, or otherwise related to, the provision of police services pursuant to this Agreement, the Commission agrees that it shall indemnify, reimburse, defend, and hold harmless the Township and its current and former elected and appointed officials, officers, agents, representatives and employees, from all claims, liabilities, demands, remedies, including statutory remedies, attorneys' fees and costs, and causes of action known or unknown, fixed or contingent in connection with any claim or cause of action before any court, administrative agency, hearing officer, or other body, including, but not limited to, the Pennsylvania Court of Common Pleas, Pennsylvania Labor Relations Board, United States District Court, or any arbitrator or hearing officer appointed pursuant to any collective bargaining agreement grievance procedure or federal, state, or local law, except in the case of gross negligence or willful misconduct of Township.

15. **Financial Reporting.** The Commission shall submit a copy of its proposed annual budget to Township no later than October 1 of each year. Upon approval of the annual budget, the Commission shall promptly provide a copy to Township. The Commission shall file an annual written report covering its police work with Township by March 31 of each year.

16. **Reports to the Board of Supervisors.** The Chief of Police, or his designee, under his authority and at his direction, shall provide a written report on a monthly basis to the Township describing the police services and activities rendered to Township for the prior month. The report shall include an accurate and detailed accounting of calls handled in Township, including but not limited to the following activities: patrolling of highways; prevention of crime; responding to calls or complaints; investigation of motor vehicle accidents; investigation of crimes and criminal activities; enforcement of laws of the Commonwealth of Pennsylvania and local ordinances; and any other information the Chief of Police may believe to be appropriate for inclusion in the report.

17. **Insurance.** The Commission shall add Township to its professional liability insurance policy as an additional named insured. The Commission shall provide a copy of the endorsement accomplishing the foregoing prior to the start of police services hereunder, and shall provide a certificate of insurance demonstrating compliance with the foregoing no later than each renewal date of the policy.

18. **Entire Agreement.** The Parties agree that this is the entire Agreement concerning the relationship between the Parties and that no representations or inducements have been made by either side except as set forth herein. The Parties acknowledge that the Agreement supersedes and replaces any prior agreement or proposal, whether oral or written, between the Parties.

19. **Modification by Written Agreement.** This Agreement may not be modified, altered or changed except by express written agreement of the Parties, making specific reference to this Agreement and approved at a public meeting by a majority vote of the Parties' respective governing bodies.

20. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles.

21. **Headings.** Captions and headings are for convenience and reference only.

22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected but rather shall be enforced to the extent permitted by law.

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES APPEAR ON NEXT PAGE

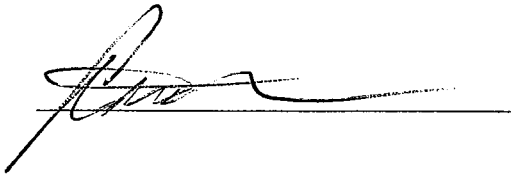
IN WITNESS WHEREOF, the Parties' respective governing bodies have reviewed this Agreement and approved by a majority vote for it to be executed by their respective undersigned officers or elected officials.

IT IS HEREBY AGREED:

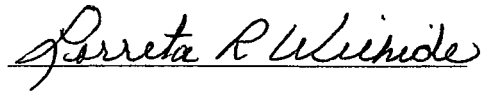
Heidelberg Township

**Northern York County
Regional Police Commission**

By:



By:



Attest:



Attest:



Date:

12-23-19

Date:

12-17-19

COMPOSITE CHARTER OF
NORTHERN YORK COUNTY REGIONAL
POLICE COMMISSION

THIS CHARTER AGREEMENT is entered into this 21st day of January, 1986, as the Composite Charter for the Northern York County Regional Police Commission (NYCRPC), an unincorporated, non-profit association established under the authority of Act of July 12, 1972, P.L. 180, as amended, 53 P.S. Sec. 481 et seq. for the express purpose of providing police services for its present and future member municipalities (Participants). Said Participants, in consideration of their mutual commitments herein set forth, agree to be bound to the acknowledgments and covenants hereinafter set forth.

PREAMBLE

- A. The Participants acknowledge that the NYCRPC was created via Articles of Agreement executed June 19, 1973, by Dover Township, Dover Borough, Manchester Township, Paradise Township, and Wellsville Borough; and
- B. Acknowledged further that said Articles of Agreement were amended via an Amendment executed May 22, 1975, and further amended via certain Articles of Amendment executed September 20, 1983; and
- C. Finally acknowledged that the present Participants in the NYCRPC are Dover Township, Dover Borough, Manchester Township, Paradise Township, North York Borough, and Conewago Township.

1. INTEGRATION

The Articles of Agreement of June 19, 1973, the Amendment of May 22, 1975, and the Articles of Amendment of September 20, 1983, shall be deemed null and void and of no further force and effect, with this Composite

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SHELLEY
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EXHIBIT A

Charter to supersede same in all respects, to serve in substitution thereof.

2. PURPOSE

The express purpose of the Charter shall be to establish the NYC RPC as an unincorporated association, distinct from its Participants, the goal of which association shall be to provide comprehensive, quality police protection for its Participants in the most efficient manner.

3. ORGANIZATION

(a) APPOINTMENT OF COMMISSIONERS

The NYC RPC shall be governed by a joint commission of persons composed of one representative from each Participant selected in accordance with the following rules:

- (i) The representative of each township shall be a supervisor of that township selected by the board of supervisors and a representative of a borough shall be the mayor of the borough or member of borough council, provided that a second supervisor or member of borough council may also be appointed as an alternate representative to serve in the primary representative's stead when unavailable or incapacitated temporarily;
- (ii) appointments by Participants shall be made at each Participant's periodic reorganizational meeting to be effective that date;
- (iii) any commissioner vacating his office with the Participant for any reason or becoming incapable of performing the duties of that office shall

be deemed to have resigned his commissionership on even date therewith, and the Participant shall forthwith appoint a successor for his unexpired term.

(b) CONDUCT OF MEETINGS

Each commissioner shall have one vote. A majority of the commissioners shall constitute a quorum and a majority vote of those present shall constitute effective action taken by the NYC RPC, except as to amendment, termination of this Charter, or joinder of participants, where a two-thirds vote shall be required. Roberts Rules of Order, Revised, shall otherwise govern the conduct of the NYC RPC at its meetings and the duties of its officers.

(c) OFFICERS

The NYC RPC shall have elected at a minimum, the following officers: Chairman, Vice-Chairman, Secretary and Treasurer. Other officers may be elected as well, and the NYC RPC may also appoint commissioners, individually or in committees, to act in the capacities assigned, for and on behalf of the NYC RPC in matters as the NYC RPC sees fit.

(d) SCHEDULING OF MEETINGS

The members of the NYC RPC shall meet monthly for the purpose of conducting the business of the Commission, or at such other time as may be determined by the NYC RPC. Special or rescheduled regular meetings of the NYC RPC may be scheduled by appropriate resolution of the Commission fixing the date, time and place of such meeting. Special or rescheduled regular meetings may be called at the written request of any two or more members of the NYC RPC. The

call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time and place as shall be designated in the call of the meeting. Written notice of each such special or rescheduled meeting shall be given, at least one day prior to the day named for the meeting, to each member of the NYC RPC who does not waive such notice in writing. All meetings shall be scheduled and conducted in compliance with 65 P.S. Sec. 261 et seq., commonly known as the Sunshine Law.

4. INDEPENDENT POLICE DISTRICT

The geographic area served by the NYC RPC shall be that area encompassed within the collective political boundaries of the Participants. The established municipal boundaries of those Participants shall otherwise be ignored and the area served by the NYC RPC shall be identified as the Northern York County Regional Police District (NYCRPD). The Participants shall be deemed to have surrendered their authority to police said areas to the NYC RPC, subject to the terms of this Charter, with said district to be independent of the Participants for purposes of this Charter, and subject solely to the control and authority of the NYC RPC.

5. JURISDICTION AND AUTHORITY

(a) JURISDICTION

The NYC RPC shall have the responsibility for and jurisdiction over all actions customary and appropriate to provide police service to the NYCRPD in accordance with the statement of PURPOSE as set forth in paragraph 2.

(b) EXPRESS AUTHORITY

The NYC RPC shall have the following express authority:

- (i) lease, sell, purchase real estate;
- (ii) lease, sell, purchase personal property;
- (iii) enter contracts for purchase of goods and services, and collective bargaining agreements;
- (iv) hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
- (v) serve as a hearing board for employee grievances;
- (vi) establish and maintain bank accounts and other financial accounts;
- (vii) invest monies;
- (viii) borrow monies;
- (ix) establish and fund employee benefit programs, including a pension fund; and
- (x) delegate any of its powers expressed or implied to the Chief of Police or his next in command, in the discretion of the NYC RPC.

(c) IMPLIED/INCIDENTAL AUTHORITY

In addition, the NYC RPC shall have the authority necessarily implied and incidental to carrying out its Purposes in providing police protection to the NYC RPCD.

g. GOVERNING LAW

As an independent, non-profit, unincorporated association, the NYC RPCD shall not be governed by city, borough or township codes, including but not limited to those known as the Borough Code and the Police Tenure Act. The NYC RPC may, in its discretion, look to such codes for guidance and direction in the handling of its affairs; however, in doing so, shall not be deemed in any

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fashion to have adopted or become bound to abide by said laws by implication or past practice. The NYC RPC shall abide by the provisions of 2 Pa. C.S.A. 101 et seq., commonly known as the Local Agency Law.

7. FINANCE

The NYC RPC shall prepare an annual budget which shall be submitted for consideration and approval to each of the Participants not later than October 1; and, that if such approvals have not been consummated, the prior year's budget shall be operative until such approvals are given to the NYC RPC. Each Participant to this agreement shall release to the Treasurer proportionate shares of the annual budget appropriations monthly or quarterly on the first day of February, May, August, and November of each year. Money paid to the Treasurer shall be invested by the Treasurer upon consultation and advice by the NYC RPC pending disbursement for services. The Treasurer shall provide a bond to the NYC RPC in the sum directed by the NYC RPC, with the premium for such bond to be paid by NYC RPC. The NYC RPC shall file an annual written report covering its police work with the Participants by March Thirty-first of each year. The NYC RPC shall have its books, accounts, and records audited annually by a Certified Public Accountant and a copy of his audit report shall be presented to the NYC RPC for review. If the NYC RPC fails to make such an audit, then the comptroller, auditors, or accountants designated by any one or all of the Participants shall be authorized from time to time to examine the books of the NYC RPC including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of the Commonwealth of Pennsylvania

shall have the right to examine the books, accounts and records of NYC RPC.

The funds from the Foreign Casualty and Insurance Company (Act 205, 1984, P.L. 1005, 53 PS Sec. 895.101 et seq., or any other act subsequently enacted) distributed to the Participants by the Commonwealth of Pennsylvania may be forwarded by the Participants for the purposes authorized under such act governing the operation of the police pension funds, the amount credited against proportionate shares of total costs to be paid by the Participants.

The fiscal year of the NYC RPC shall be January 1 to December 31.

8. DEPARTMENT OFFICES

(a) LOCATION

Offices of NYC RPC and its employees shall be located at 1445 East Canal Road, Dover, Pennsylvania, or at such other locations as the NYC RPC may subsequently determine in its discretion.

(b) BUILDING EXPENSE

The NYC RPC offices were constructed in 1975 at a total cost of \$86,857.00. This cost was divided among the then participating municipalities in the same proportion of units of service being utilized, i.e. 2,714.28 per unit as follows:

Dover Township	12 Units	32,571.36
Dover Borough	1 Unit	2,714.28
Manchester Township	15 Units	40,714.20
Paradise Township	1 Unit	2,714.28
Wellsville Borough	1 Unit	2,714.28
North York Borough	2 Units	5,428.56

A unit of service in 1975 was defined as twenty hours of service. Present units constitute ten hours of service and are valued at \$1,357.14. The

definition and value of units shall be subject to re-definition in the discretion of the Commission from time to time. At such time as any Participant is added to the membership of the Commission, said Participant will be assessed on the basis of the number of units initially put into service for the Participant as defined and valued at that time.

If any Participant, whether it was an original Participant or subsequently added to the Commission in the manner set forth above, voluntarily withdraws from its membership in the Commission at any time during the operation of the Agreement or the operation of the police headquarters, said withdrawing Participant shall be refunded its original assessment over a period of time to be decided by the Commission, which period of time will not exceed five (5) years.

Any amount paid by any Participant joining the Commission after the execution of the Composite Charter shall be paid into an interest bearing escrow account. The Principal amount of said interest bearing escrow account shall be used exclusively for the purpose of paying to any Participant who subsequently withdraws its appropriate sum. The interest accruing on said interest bearing escrow account shall be for the Building Fund and shall be used exclusively by the Commission for said purpose.

9. FUNDING ASSESSMENTS

The NYC RPC's operation shall be funded primarily through annually assessed contributions from its Participants, plus supplemental funding as may be available from time to time from local, state and federal sources. Assessed contributions for Participants shall be determined

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by the NYC RPC based upon the cost for providing police services to the NYC RPC and the proportion of such cost attributable to service required by each Participant. An equitable formula for assessment, employing such guideline, shall be developed and subject to annual review by the NYC RPC.

10. IMMUNITY AND CLAIMS

The police services performed and the expenditures incurred under this Charter shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the Participants within their boundaries shall extend to their participation in police services outside their boundaries and within the NYC RPCD.

The NYC RPC shall maintain adequate liability insurance coverage against claims arising out of the police activities. Each Participant hereby waives any and all causes of action or claims against all other Participants hereto and against the NYC RPC which may arise out of NYC RPC's police activities. The NYC RPC further agrees to cause any insurance policy providing liability coverage against claims arising out of its police activities, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each Participant to this Charter as to any and all causes of action or claims which may arise out of its police activities hereunder, provided that coverage containing such waiver of subrogation remains available. Said liability insurance protection shall be subject to annual review with a certificate to issue naming the NYC RPC and all Participants as named insureds, provided coverage is available.

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For purposes of liability not covered by insurance protection, in actions arising out of regional police services, all Participants shall be proportionately liable for judgments rendered against any Participant in connection with police services rendered to the Participant by the NYCRCPC or the NYCRCPC for police services provided to that Participant. The proportion of liability shall be in the same proportion as the funding assessment of the Participant during the period the police services in question were rendered.

11. JOINDER OF PARTICIPANTS

Additional municipalities may become parties to this Agreement upon application to and acceptance by the NYCRCPC and the governing bodies of at least two-thirds of its Participants, and upon such municipality's consent to be bound by the provisions of this Charter by the applicant municipality.

The NYCRCPC may also permit the purchase of services by non-participating municipalities on terms established by the NYCRCPC.

12. WITHDRAWAL OF PARTICIPANTS

A Participant may withdraw from participating in the NYCRCPC and from the NYCRCPC provided that written notice of intent to withdraw is sent by certified mail, return receipt requested, to the NYCRCPC at least one year in advance of December 15 of the year in which such withdrawal is to be effective. The immediate costs of such withdrawal and any continuing obligations and liabilities necessarily assumed by the remaining Participants of the NYCRCPC totally or partially attributable to the withdrawing Participant's participation shall be satisfied by the

withdrawing Participant. The withdrawal of less than two-thirds of the Participants at any given effective date shall not work a termination or dissolution of the NYCRCPC or NYCPCPD.

13. TERM AND DISSOLUTION

(a) TERM

The term of this Charter shall begin on date of its execution and extend to December 15, 1986. Same shall thereafter renew automatically from year to year subject to termination by vote of two-thirds of the Participants of the NYCRCPC six months in advance of the effective date of such termination.

(b) DISSOLUTION

In the event of dissolution of the NYCRCPC all equipment, materials, and supplies retained by the NYCPCPD shall be appraised by appraisers appointed by the NYCRCPC for purposes of determining the fair market value of the equipment, materials and supplies. The cash, equipment, materials and supplies shall then be distributed in the same proportion as the funding assessments for the Participants for the present fiscal year. In the event that an equitable distribution cannot be agreed upon by the Participants, all, or any portion of the equipment, materials and supplies shall be sold and the proceeds distributed in the aforesaid proportions.

Any real estate and improvements owned shall be sold. Participants shall have the privilege to bid on the property with the highest bidder being entitled to purchase, provided that the price bid is at least in the amount necessary to refund assessments made against Participants as described

in paragraph 8.(b) herein. If no qualified bids are received within thirty days of notice of sale being given by the NYC RPC, then the property shall be placed for sale by public or private sale as the NYC RPC may determine. All proceeds of sale shall be disbursed to Participants pro rata in accordance with assessments made under paragraph 8.(b). Each Participant shall be responsible for any unfunded or contingent liabilities of the NYC RPC in proportion to their respective unit assessments.

14. INTERPRETATION

All differences arising out of interpretation of this Charter shall be resolved by the NYC RPC, or if the dispute over interpretation is not resolved within sixty (60) days, by a vote of the participating municipalities, each body casting one vote as determined by a majority in each governing body.

15. AMENDMENT

This Charter shall not be subject to amendment or modification except by written document, dated, and executed. Any such amendment shall require the assent of at least two-thirds of all Participants.

IN WITNESS WHEREOF, the parties hereunto have executed the same the day and year first above written.

ATTEST:

Fredrick E. O'Neil

DOVER TOWNSHIP

By: Donald J. Heitz

Fredrick E. O'Neil

DOVER BOROUGH

By: Raymond W. Reinbold

ATTEST:

Fredrick C. Butler

MANCHESTER TOWNSHIP

By: [Signature]

Fredrick E. Butler

PARADISE TOWNSHIP

By: [Signature]

W. Conrad Amiel

NORTH YORK BOROUGH

By: [Signature]

W. Conrad Amiel

CONEWAGO TOWNSHIP

By: [Signature]

Northern York County Regional Police Commission
Resolution #91-05

COPY

WHEREAS, this Board recognizes its somewhat conflicting missions of providing the best possible police services for its members and the citizens of their communities, while also minimizing the cost of such police services to its members; and

WHEREAS, this Board acknowledges a need to establish a guideline for present and future professional staffing standards for sworn officers which recognizes these conflicting missions and effectively communicates adopted standards to its member organizations; and

WHEREAS, the adoption of such guidelines and their communication to, and understanding by, the member organizations, will assist such members in planning for, and implementing, fiscally responsible budgets, responsive to this Board's staffing guidelines and attendant funding requirements.

RESOLVED, that this Board adopt the International Association of Police Chiefs (IAPC) guidelines attached to this Resolution as Exhibit A for minimum professional staffing standards, as the desired minimum staffing standard for the NYCRPD to achieve and maintain.

RESOLVED, further, that the Board acknowledges that, at present, the IAPC guidelines are not met by the Department and that immediate compliance is economically impractical.

RESOLVED, also, that said staffing guidelines shall not be considered the minimum staffing requirements required for responsible/effective operation of the department, and any non-compliance with said guidelines, shall not be deemed, in any fashion, to constitute inadequate staffing or service.

RESOLVED, further, that the action of this Board in adopting the IAPC guidelines as the desired minimum staffing standard for the NYCRPD to achieve and maintain shall in no way obligate any of the member municipalities of the NYCRPC to any specific level of funding or police services and that each member municipality shall continue to determine the amount of services to be purchased by it from the NYCRPC.

RESOLVED, further, that this Board, with the assistance of the Chief of Police, develop, adopt and deliver to the participating member organizations, a three year plan to target compliance with the IAPC minimum staffing guidelines and proposed funding required for its implementation.

The Board directed that the proposed three year plan be discussed in executive session as a personnel matter, and that it be presented for review and adoption by its November 1991 meeting.

ADOPTED this 17th day of December, 1991.

NORTHERN YORK COUNTY REGIONAL POLICE
BOARD OF COMMISSIONERS

[Signature]
JAMES EUCLIDE - DOVER TOWNSHIP

[Signature]
RAY REIKER - DOVER TOWNSHIP

TIM HORNER - MANCHESTER TOWNSHIP

[Signature]
RONALD DOLHEIMER - PARADISE TOWNSHIP

[Signature]
DALE SWETZER - CONENAGO TOWNSHIP

[Signature]
WALTER ROSS - NORTH YORK BOROUGH

[Signature]
WILLIAM LASTOSKIE - FRANKLIN TOWNSHIP

[Signature]
ROBERT BOSTIC - DILLSBURG BOROUGH

WITNESSED:

[Signature]
Jay C. Kauffman, Esq.

DETERMINING PATROL FORCE MANPOWER NEEDS

- Step 1 Determine the number of complaints or incidents received and responded to by the police departments in each community. Complaints and incidents include all forms of police activity where an officer responded and/or took official action. It does not include situations where advice was given over the telephone, delivering messages, handling internal police department matters, etc. If an actual complaint or incident figure is not available because the community does not have police department records, or they are not accessible, or are unreliable, an estimate may be used. Sound estimates may be made based upon the assumption that, on the average in any community, 550 police complaints or incidents will occur for every one thousand residents or 0.55 per resident. Therefore, if the population of a community is 4,500, it can be estimated that 2,475 police complaints or incidents will occur ($4,500 \times 0.55 = 2,475$).
- Step 2 Multiply the total complaints or incidents by 0.75 (45 minutes). It is generally conceded that 45 minutes is the average time required to handle a complaint or incident.
- Step 3 Multiply by three to add a buffer factor and time for preventive patrol. General experience has shown that about one-third of an officer's time should be spent handling calls for service. Other requirements for servicing police vehicles, personal relief, eating and supervision must be considered. Time required for aggressive preventive patrol must also be taken into consideration. Multiplying by three adjusts to these factors.
- Step 4 Divide the product by 2,920 - the total number of hours (365 days x 8 hours = 2,920) necessary to staff one basic one-officer patrol unit for one year.

In applying the IACP formula outlined above the number of patrol elements necessary to effectively police the area can be determined. The following example is presented to demonstrate how the formula would be applied to three typical communities.

	<u>Community A</u>	<u>Community B</u>	<u>Community C</u>
Complaints/Incidents	12,392	2,475*	6,391
Times 0.75	9,294	1,856	4,793
Times 3 (Buffer)	27,882	5,568	14,379
Divide by 2,920	9.55	1.91	4.92
Patrol Elements Required	9.55	1.91	4.92

Total Patrol Elements Necessary - 16.38
 *Estimated Based upon 0.55 Incidents for Resident

Figure 5.5

Exhibit A

If police officers could be expected to work eight hours each day, 365 days each year, there would be a need for 16.38 officers to provide police services for the three communities in the above example. Since this cannot be expected, it must be determined just how many hours in each year a police officer will not be available for duty because of normal time off periods. Then, we must establish just how many additional officers will be necessary to fill-in for those on normal time off status. This information is determined by itemizing all the areas in which time off is granted to an officer and the total annual hours allowed for each area. For example, if the fringe benefit package arrived at for the regional police department provides for a forty hour work-week for all officers, this means that each officer will be off-duty sixteen hours each week, or 832 hours a year. Listed below are most of the common time-off factors which are normally part of the fringe benefit package, or which subtract from available duty time.

Factor	Annual Man-Hours
Days off (2 days per week)	832
Vacation (15 days per year)	120
Holidays (10 days per year)	80
Court Days (5 days per year)	40
Training (5 days per year)	40
Sick and Injury (5 days per year)	40
Misc. Leave (Death in family, etc.)	8
Total hours not available	1,160

In the above calculation, it has been determined that of the 2,920 hours in each patrol element, the officer assigned to staff it will be off-duty 1,160 hours and on duty 1,760 hours. Therefore, if this were the time-off schedule developed for the regional police department serving the three communities just discussed (Community A, Community B and Community C), it can be determined that an additional 10.8 patrol officers would be necessary to staff the 16.38 patrol elements decided to be necessary to effectively police the three communities. The 10.8 additional officers added to the 16.38 original officers indicates a need for 27.18 or 27 officers. In this example, it actually takes 1.66 patrol officers to staff each patrol element.

To continue the three community example further, it was determined that it would take 16.38 patrol elements staffed by 27 patrol officers to police the three communities 24 hours each day, 365 days each year. This number would not include the supervisors, specialists or civilians necessary to administer the police agency or perform specialist functions. The question now is "How should the 27 patrol officers be assigned or distributed throughout the 24 hour working day to assure an adequate number of officers on each shift?"

subject to any and all remedies available at law for a breach of contract, including, but not limited to, an injunction restraining participant from the reduction in units of service, and/or damages resulting from such unauthorized reduction in units of service.

5. Payment of Participant's Costs Incurred as a Result of Reduction in Service. The reduction by participant of its units of service will inevitably result in an increase in the cost of units of service to the remaining participants, unless and until the participant returns to its prior level of service, or another participant increases its units of service in a commensurate amount. Therefore, until the reducing participant reassumes its units of service, or another participant assumes the corresponding amount of units of service, the participant reducing its units of service shall be responsible for the payment of additional costs incurred by the remaining participants.

6. Costs Calculation. Given the philosophy stated above, the Commission takes the view that in interpreting the language of Paragraphs 2, 5 and 9, a broad and comprehensive interpretation of those costs is appropriate. Clearly, the costs, obligations and liabilities at the effective date of any reduction in service must be evaluated, on a case-by-case basis, before being determined and assessed against a reducing participant. The following constitutes a listing of identifiable costs, obligations, and liabilities which may be assessed by the Board upon a reducing participant, and is subject to modification, addition, or subtraction on a case-by-case basis:

- (A) Unit cost differential to other participants for units of service.
- (B) Unemployment compensation benefits payable to officers or administrative staff laid off.
- (C) Pension funding obligations.
- (D) Welfare benefit (sick leave, vacation, etc.) obligations.
- (E) Administrative and accounting fees incurred.
- (F) Legal fees, judgments/awards under labor laws and collective bargaining agreements.

7. Continuing Liability. The Commission recognizes and acknowledges that certain costs, obligations, and liabilities, for which a participant reducing its service is responsible, may not be calculable until the effective date of reduction in service, since the costs may vary, from date of notice of reduction in service to the actual effective date. Such costs shall, in fact, be assessed as of their effective date. Estimates of such costs may be made by the Commission upon request of the participant reducing its service, provided that the costs of calculating and communicating

such estimates shall be borne by the participant requesting same. In addition, some costs, obligations, and liabilities are of a continuing nature and will extend well beyond the effective date of reduction in service. Those costs can only be estimated, and shall be assumed by the participant reducing its service at the effective date of the reduction in service.

(Adopted by Resolution 99-02 of the NYC RPC on 7/20/99)

**HEIDELBERG TOWNSHIP
YORK COUNTY, PENNSYLVANIA**

RESOLUTION 2021-05

**A RESOLUTION OF THE TOWNSHIP OF HEIDELBERG, YORK COUNTY,
PENNSYLVANIA, APPOINTING A CERTIFIED OR COMPETENT PUBLIC
ACCOUNTANT OR A FIRM OF CERTIFIED OR COMPETENT PUBLIC
ACCOUNTANTS TO REPLACE THE ELECTED AUDITORS**

WHEREAS, pursuant to Section 917 (b)(1) of the Second Class Township Code, 53 P.S. § 65917 (b) the Board of Supervisors may at its annual organization meeting, or any time thereafter, by resolution appoint a certified or competent public accountant or a firm of certified or competent public accountants, either of which shall be registered in the Commonwealth of Pennsylvania, to make an examination of all accounts for the fiscal year stated in the resolution; and

WHEREAS, pursuant to Section 917 (b)(2), at least thirty (30) days prior to the organization meeting or thirty (30) days prior to a vote to appointed a certified or competent public accountant or a firm of certified or competent public accountants to replace the elected auditors, the Board of Supervisors shall advertise in a newspaper of general circulation the intent to appoint a certified or competent public accountant or a firm of certified or competent public accountants to replace the elected auditors; and

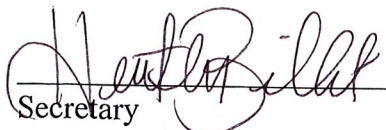
WHEREAS, on August 29, 2021, the Board of Supervisors advertised its intent pursuant to Section 917 (b)(2) to appoint a certified or competent public accountant or a firm of certified or competent public accountants to replace the elected auditors.

NOW THEREFORE, be it **RESOLVED** and it is hereby **RESOLVED** as follows:

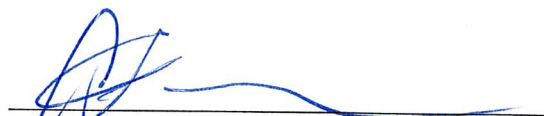
1. The Board of Supervisors of Heidelberg Township appoints Smith Elliot Kearns & Company, LLC (SEK), a firm of certified or competent public accountants registered in the Commonwealth of Pennsylvania to make an examination of all accounts of the Township for fiscal year 2021 and to replace the elected auditors.

RESOLVED this 6th day of October, 2021.

ATTEST:


Secretary

**HEIDELBERG TOWNSHIP
YORK COUNTY, PENNSYLVANIA**


Timothy Hansen, Chairman

**HEIDELBERG TOWNSHIP
RESOLUTION NO. 2021-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEIDELBERG
TOWNSHIP PROVIDING FOR SUPPLEMENTAL APPROPRIATIONS FOR THE 2021
BUDGET**

WHEREAS, the Board of Supervisors of Heidelberg Township adopted a budget for the calendar year 2021 on 12/02/2020; and

WHEREAS, the Second-Class Township Code Article XXXII, Section 3202(e) authorizes the Supervisors to, by Resolution, make supplemental appropriations for any lawful purpose from any funds on hand or estimated to be received within the fiscal year not otherwise appropriated; and

WHEREAS, the Township recently received \$159,358.88 in American Rescue Plan Funds.


NOW, THEREFORE, be it resolved by the Board of Supervisors of Heidelberg Township, makes the following supplemental appropriations for the 2021 budget from the American Rescue Plan Allocation:

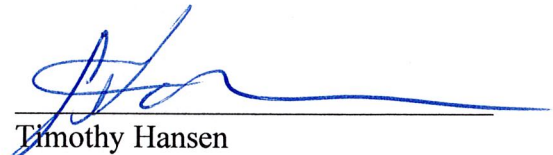
Federal Entitlements to Government Units —Account # 352.53 --\$159,358.88

Adopted this 6th day of October, 2021

ATTEST:

HEIDELBERG TOWNSHIP


Secretary


Timothy Hansen