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ATTORNEY AT LAW
119 BALTIMORE STREET
HANOVER, PA 17331

HEIDELBERG TOWNSHIP
YORK COUNTY, PENNSYLVANIA
ORDINANCE NO. 19-01

The Board of Supervisors of Heidelberg Township, York County, Pennsylvania, does hereby ENACT and ORDAIN:

1. The zoning map adopted pursuant to Ordinance #11-4, the Heidelberg Township Zoning Ordinance, shall be amended by changing the zoning classification of these parcels:
 - (a) Parcel ID#30-000-DE-0083 and #30-000-DE-0082 owned by Earl R. Fuhrman and Eleanor B. Fuhrman, husband and wife, from industrial to agricultural; and
 - (b) Parcel ID#30-000-EE-0159G and 30-000-EE-0159E owned by John W. Trone, from designated growth area mixed residential to designated growth area commercial.
2. The provisions of this Ordinance are severable and in the event that any provision is held invalid, void, illegal, or unconstitutional by any court, it is the intent of the Board of Supervisors that such determination by the Court shall not affect or render void the remaining provisions of this Ordinance. It is the declared intent of the Board of Supervisors that the Ordinance would have been enacted if any provision subsequently declared to be void, invalid, illegal or unconstitutional had not been included at the time of enactment.
3. Nothing in this Ordinance shall be interpreted to affect any rights or liabilities of the Township, or to affect any cause of action, existing prior to the enactment of this Ordinance.
4. This Ordinance shall take effect five (5) days from the date of adoption.

ENACTED and ORDAINED this 7th day of January, 2019.

BOARD OF SUPERVISORS OF
HEIDELBERG TOWNSHIP,
YORK COUNTY, PA

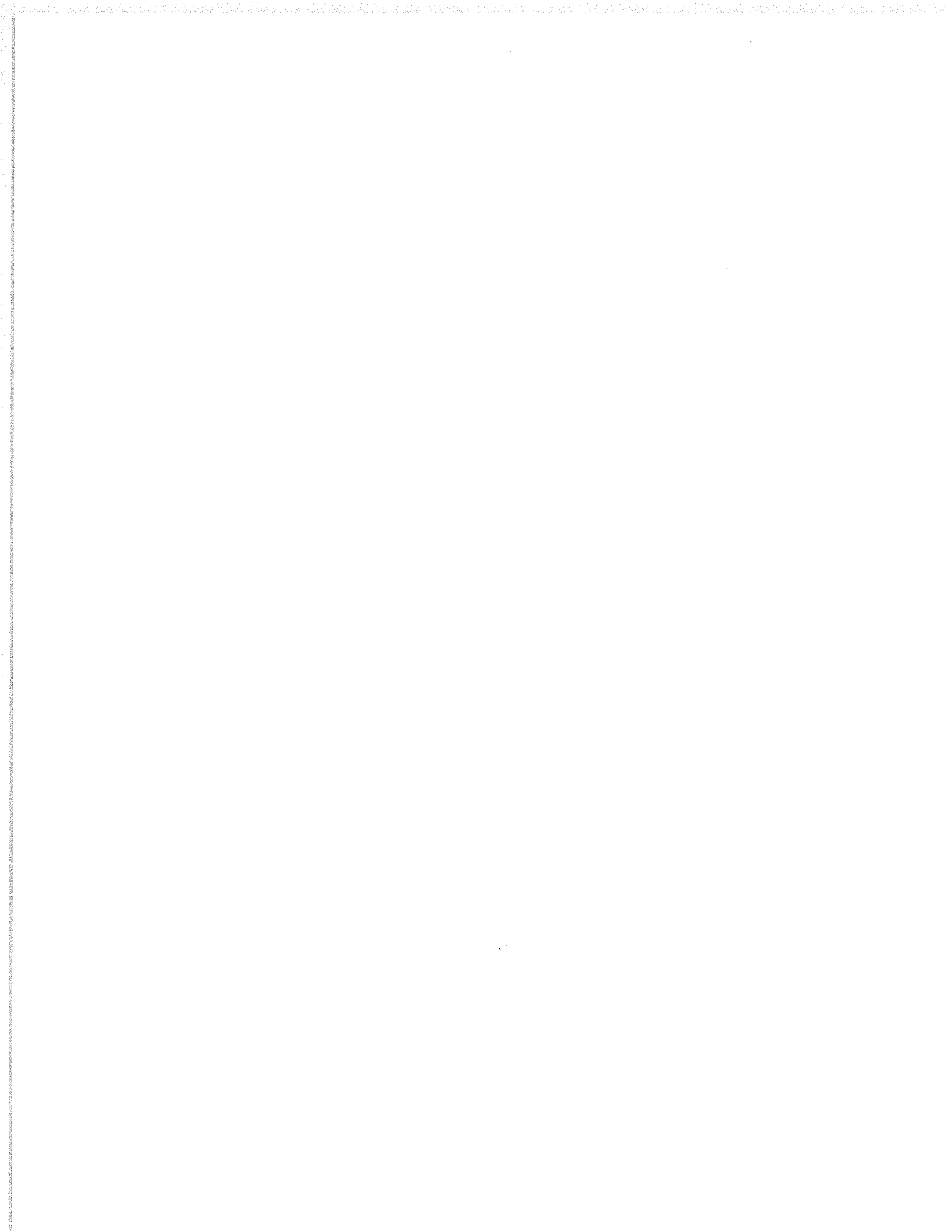
ATTEST:

Norma A. Markle
Norma A. Markle, Secretary

Timothy Hansen
Timothy Hansen, Chairman

Larry W. Sterner
Larry W. Sterner

Matthew Bollinger
Matthew Bollinger



HEIDELBERG TOWNSHIP
YORK COUNTY, PENNSYLVANIA
ORDINANCE NO. 19-02

The Board of Supervisors of Heidelberg Township, York County, Pennsylvania, does hereby ENACT and ORDAIN:

1. The zoning map adopted pursuant to Ordinance #11-4, the Heidelberg Township Zoning Ordinance, shall be amended by changing the zoning classification of these parcels from Designated Growth Area Industrial District (DGA-I) to Rural Resource Area Agricultural District (RRA-A):

<u>PARCEL ID#</u>	<u>OWNERS' NAMES</u>	<u>ADDRESS</u>
1. 30-000-ED-0039A 30-000-ED-0039B	William L. & Ann M. Mathias	695 Gitts Run Rd.
2. 30-000-ED-0039C	Thomas K. & Betty A. Lincort	675 Gitts Run Rd.
3. 30-000-ED-0038	Michael A. & Anne Orenzoff	651 Gitts Run Rd.
4. 30-000-ED-0038A	James W. & Bonnie J. Miller	641 Gitts Run Rd.
5. 30-000-ED-0037	David C. Wickham & Teresa C. Strawser	605 Gitts Run Rd.
6. 30-000-ED-0036	Michael J. & Donna M. Weaver	565 Gitts Run Rd.

2. The provisions of this Ordinance are severable and in the event that any provision is held invalid, void, illegal, or unconstitutional by any court, it is the intent of the Board of Supervisors that such determination by the Court shall not affect or render void the remaining provisions of this Ordinance. It is the declared intent of the Board of Supervisors that the Ordinance would have been enacted if any provision subsequently declared to be void, invalid, illegal or unconstitutional had not been included at the time of enactment.

3. Nothing in this Ordinance shall be interpreted to affect any rights or liabilities of the Township, or to affect any cause of action, existing prior to the enactment of this Ordinance.

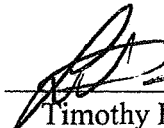
4. This Ordinance shall take effect five (5) days from the date of adoption.

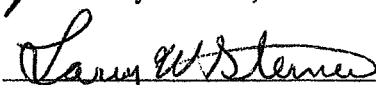
ENACTED and ORDAINED this 5th day of June, 2019.

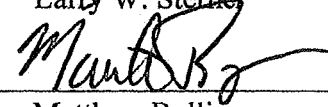
ATTEST:

BOARD OF SUPERVISORS OF
HEIDELBERG TOWNSHIP,
YORK COUNTY, PA

Norma A. Markle, Sec.
Norma A. Markle, Secretary


Timothy Hansen, Chairman


Larry W. Sterner


Matthew Bollinger

HEIDELBERG TOWNSHIP
YORK COUNTY, PENNSYLVANIA
ORDINANCE NO. 2019- 04

AN ORDINANCE OF HEIDELBERG TOWNSHIP, YORK COUNTY, PENNSYLVANIA, APPROVING THE SIXTH AMENDMENT TO THE ARTICLES OF AGREEMENT REGARDING THE INTERGOVERNMENTAL COOPERATION BETWEEN HEIDELBERG TOWNSHIP, MANHEIM TOWNSHIP, NORTH CODORUS TOWNSHIP AND SPRING GROVE BOROUGH, ALL OF YORK COUNTY, PENNSYLVANIA, FOR THE PURPOSE OF THE FORMATION OF THE SOUTHWESTERN REGIONAL POLICE DEPARTMENT AND THE PROVISION OF LAW ENFORCEMENT TO THOSE MUNICIPALITIES.

WHEREAS, on or about July 17, 2001, Heidelberg Township, Manheim Township, and North Codorus Township entered into certain Articles of Agreement which served to create the Southwestern Regional Police Department, which hereafter may be referred to as the “Department”; and

WHEREAS, on or about March 6, 2003, pursuant to the terms of the First Amendment to the Articles of Agreement, Spring Grove Borough became a participating municipality of the Southwestern Regional Police Department; and

WHEREAS, on or about September 7, 2005, pursuant to the terms of the Second Amendment to the Articles of Agreement, the Municipal Members approved certain changes to the apportionment formula set forth in Article IV of the original Articles of Agreement; and

WHEREAS, on or about November 8, 2006, pursuant to the terms of the Third Amendment to the Articles of Agreement, the Municipal Members approved certain changes to the apportionment formula set forth in Article IV of the original Articles of Agreement as amended by the Second Amendment to the Articles of Agreement; and

WHEREAS, on or about December 10, 2008, pursuant to the terms of the Fourth Amendment to the Articles of Agreement, the Municipal Members approved further changes to the apportionment formulas set forth in Article IV of the original Articles of Agreement as

amended by the First Amendment, Second Amendment and Third Amendment to the Articles of Agreement and provided for a Sick Leave and Vacation Liability Fund, a Current Reserve Balance Account, and a Capital Purchase Fund; and

WHEREAS, on or about December 14, 2011, pursuant to the terms of the Fifth Amendment to the Articles of Agreement the Municipal Members agreed to a temporary change to the expenditures permitted from the Sick Leave and Vacation Fund and the Current Reserve Balance Account, in order to permit the Municipal Members to have the benefit of immediate use of portions of the accrued balances in these funds to help to offset losses in tax revenues due to the current economic conditions and to offset the loss of certain grant funds caused by the expiration of the grant; and

WHEREAS, Municipal Members now agree that dissolution of the Southwestern Regional Police Department is in the best interests of the Municipal Members, and they desire to further amend the Articles of Agreement to facilitate the dissolution by approving this Sixth Amendment to the Articles of Agreement as set forth in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.

WHEREAS, the Board of Supervisors of Heidelberg Township now agree that dissolution of the Southwestern Regional Police Department is in the best interests of the Township and its residents, and therefore adopts this Ordinance to direct such dissolution as required by Article XV, Section B of the Articles of Agreement.

BE IT ENACTED AND ORDAINED by the Board of Supervisors of Heidelberg Township, York County, Pennsylvania, under the authority of law providing for intergovernmental cooperation, 53 Pa. C.S.A. § 2301 *et seq.*, and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, that:

SECTION 1: The above-referenced Articles of Agreement is hereby amended as set forth in more detail in the Sixth Amendment to the Articles of Agreement, attached hereto as Exhibit "A".

SECTION 2: Township directs that, upon the approval and passage of a similar Ordinance by the other Municipal Members, the Southwestern Regional Police Department shall cease providing police services effective at 11:59 p.m. prevailing time on December 31, 2019, and that the Department thereafter be dissolved pursuant to and in accordance with Article XV, Section B of the Articles of Agreement. The Chairman of the Board of Supervisors is hereby authorized to execute any and all documents required to effectuate such dissolution.

SECTION 3: Any and all ordinances or parts thereof inconsistent herewith are hereby repealed in whole or in part. It is the express intention of the Board of Supervisors of Heidelberg Township to not repeal any Ordinance otherwise adopting or approving the original Articles of Agreement, the First Amendment to the Articles of Agreement, the Second Amendment to the Articles of Agreement, the Third Amendment to the Articles of Agreement, the Fourth Amendment to the Articles of Agreement, and the Fifth Amendment to the Articles of Agreement, but only to amend and/or restate provisions of those Articles of Agreement as set forth in the Exhibit "A".

SECTION 4: This Ordinance shall become effective immediately.

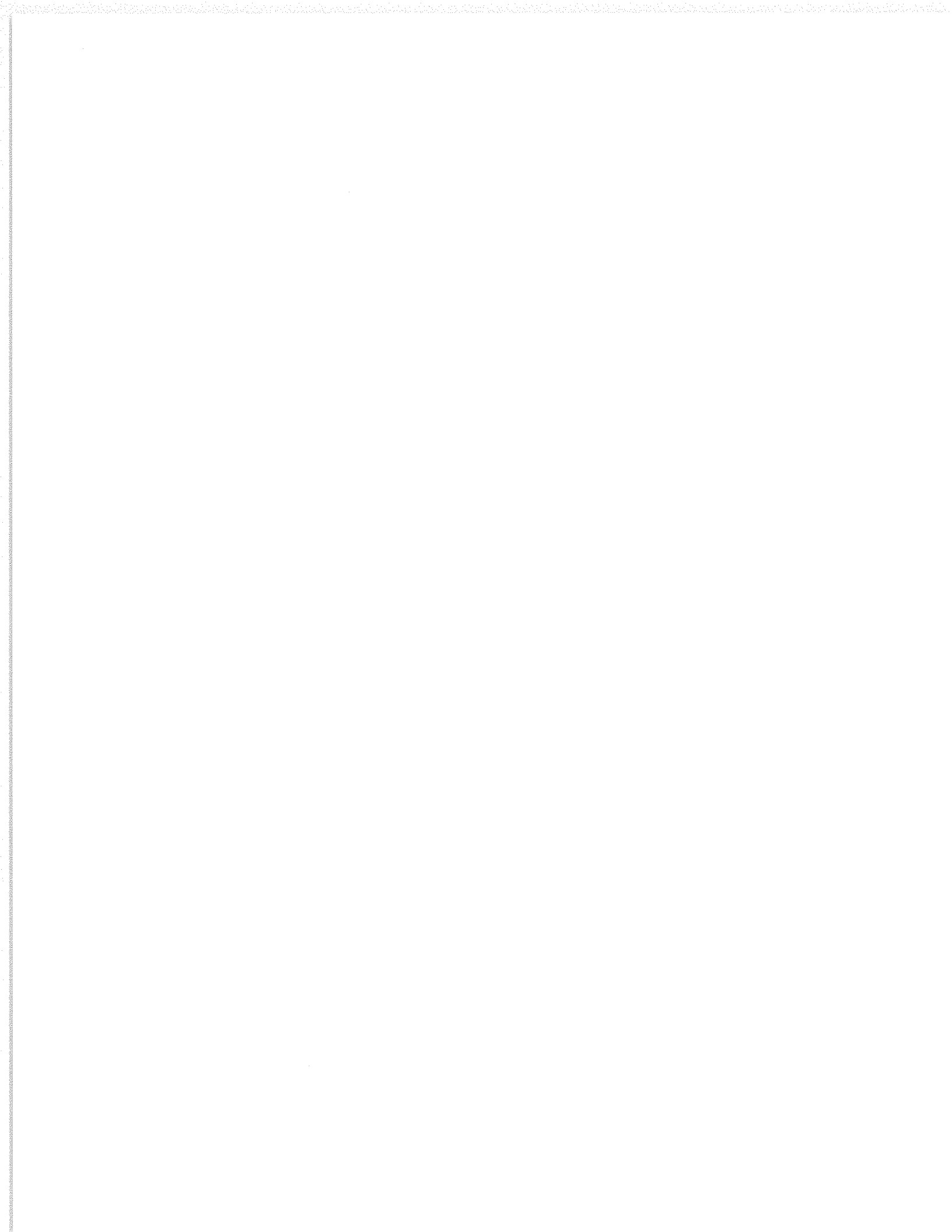
ENACTED AND ORDAINED by the Board of Supervisors of Heidelberg Township, York County, Pennsylvania, this 4th day of December, 2019.

ATTEST

Norma A. Markle
Norma A. Markle, Secretary

HEIDELBERG TOWNSHIP

By [Signature]
Timothy Hansen, Chairman
[Signature]
Larry W. Sterner
[Signature]
Matthew Bollinger



SIXTH AMENDMENT TO THE ARTICLES OF AGREEMENT

THIS SIXTH AMENDMENT TO THE ARTICLES OF AGREEMENT is made by and among Heidelberg Township, Manheim Township, North Codorus Township and Spring Grove Borough, all political subdivisions of the Commonwealth of Pennsylvania, located in the County of York, which hereinafter may be referred to jointly as the "Municipal members."

Recitals

WHEREAS, on or about July 17, 2001, Heidelberg Township, Manheim Township, and North Codorus Township entered into certain Articles of Agreement which served to create the Southwestern Regional Police Department, which hereafter may be referred to as the "Department"; and

WHEREAS, on or about March 6, 2003, pursuant to the terms of the First Amendment to the Articles of Agreement, Spring Grove Borough became a participating municipality of the Southwestern Regional Police Department; and

WHEREAS, on or about September 7, 2005, pursuant to the terms of the Second Amendment to the Articles of Agreement, the Municipal members approved certain changes to the apportionment formula set forth in Article IV of the original Articles of Agreement; and

WHEREAS, on or about November 8, 2006, pursuant to the terms of the Third Amendment to the Articles of Agreement, the Municipal members approved certain changes to the apportionment formula set forth in Article IV of the original Articles of Agreement as amended by the Second Amendment to the Articles of Agreement; and

WHEREAS, on or about December 10, 2008, pursuant to the terms of the Fourth Amendment to the Articles of Agreement, the municipal members approved further changes to the apportionment formulas set forth in Article 4 of the original Articles of Agreement as amended by the First Amendment, Second Amendment and Third Amendment to the Articles of Agreement and provided for a Sick Leave and Vacation Liability Fund, a Current Reserve Balance Account, and a Capital Purchase Fund; and

WHEREAS, on or about December 14, 2011, pursuant to the terms of the Fifth Amendment to the Articles of Agreement the Municipal members agreed to a temporary change to the expenditures permitted from the Sick Leave and Vacation Fund and the Current Reserve Balance Account, in order to permit the Municipal members to have the benefit of immediate use of portions of the accrued balances in these funds to help to offset losses in tax revenues due to the current economic conditions and to offset the loss of certain grant funds caused by the expiration of the grant; and

WHEREAS, Municipal Members now agree that dissolution of the Southwestern Regional Police Department is in the best interests of the Municipal Members, and they desire to further amend the Articles of Agreement to facilitate the dissolution,

WITNESS the following agreement.

1. The Recitals set forth above are incorporated by reference and made a part of this Agreement.
2. Article XV, Section B of the Articles of Agreement is hereby amended to delete the final sentence. Section B as amended hereunder shall read as follows:

Dissolution of the Department may be effected by a vote of every member of the Board and passage of ordinances by each of the Municipalities directing dissolution.

3. Article XV, Section C of the Articles of Agreement is hereby amended to delete the first sentence and the portion of the last sentence pertaining to in kind distributions, and shall read as follows:

The Board shall first pay all lawful debts and obligations incurred during its term of existence, or establish any reasonable reserve for same. Thereafter, the Board shall pay to each Municipality a sum equal to the value of its initial capital contribution established pursuant to Exhibits "A" and "B" hereof. Last, the remaining assets, if any, shall be sold and the cash proceeds distributed in the same proportion as the funding assessments for the 2019 fiscal year.

4. Article XV, Section D of the Articles of Agreement is hereby deleted in its entirety.

5. The Municipal Members, and the Police Administrator are hereby authorized to execute any and all further documents that may be necessary to effectuate the purpose of this Amendment.

6. Except as amended herein, the original Articles of Agreement, the First Amendment to the Articles of Agreement, the Second Amendment to the Articles of Agreement, the Third Amendment to the Articles of Agreement, the Fourth Amendment to the Articles of Agreement, and the Fifth Amendment to the Articles of Agreement are hereby ratified and shall remain in full force and effect.

7. This Amendment to the Articles of Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

INTENDING TO BE LEGALLY BOUND, the Municipalities have executed this Sixth Amendment to the Articles of Agreement on the date indicated below.

ATTEST:

MANHEIM TOWNSHIP

By: _____

Date: _____

ATTEST:

NORTH CODORUS TOWNSHIP

By: _____

Date: _____

ATTEST:

SPRING GROVE BOROUGH

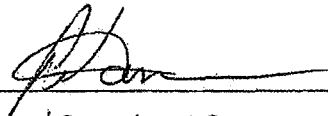
By: _____

Date: _____

ATTEST:

HEIDELBERG TOWNSHIP

Norma Marsh

By:  _____

Date: 12-11-19

HEIDELBERG TOWNSHIP

ORDINANCE NO. 2019-05

AN ORDINANCE ESTABLISHING THE DISTRIBUTION OF PUBLIC WATER TO RESIDENCES AND BUSINESSES IN HEIDELBERG TOWNSHIP, INCLUDING BUT NOT LIMITED TO APPLICATIONS FOR WATER SERVICE AND RULES AND REGULATIONS FOR INDIVIDUALS AND ENTITIES USING THE PUBLIC WATER SUPPLY

The Board of Supervisors of Heidelberg Township, York County, Pennsylvania, enacts and ordains as follows:

Section 1. Purpose.

Heidelberg Township, hereinafter referred to as the Township, has purchased the assets of Heidelberg Water Company. The assets are a parcel of land on which the well site is located and the building housing the pumping system, together with a right-of-way to a public street to provide access to the parcel. The Township has also purchased the assets of Heidelberg Water Cooperative Corporation, and by agreement with the Cooperative, the Township has agreed to take over the function of distributing water to the customers of the Cooperative as well as billing the users for the water supplied to each residence and business.

Section 2. Application for Service.

(a) Service connection will be made upon written application signed by the owner of the real estate being serviced, or a properly authorized agent, designated in writing by the owner, and water will be furnished, upon written application by the owner (or a properly authorized agent) on an application form distributed by the Township for that purpose. The Township shall review the application. If the application is complete, the Township shall approve the connection for service.

(b) A new application must be made and approved by the Township upon any change in ownership of property, or in change in tenancy, and the Township shall have the right upon five days' written notice to the current owner to discontinue the

water supply until such new application has been made and approved.

(c) Where a water connection has been previously installed and water is desired, a proper application shall be signed by the owner or the designated agent.

Section 3. Connections.

(a) The Township will furnish, place and maintain at its own cost, the connection of the service line to the main, the service line from the main to the curb box and the curb box and curb cock, and the meter to record usage at the property, all of which shall be and remain the property of the Township, and accessible to and under the Township's control.

(b) The service line, which shall be of ample weight and standard quality, from the curb box to the buildings, shall be furnished, laid and maintained and paid for by the owner, subject to the rules of the Township.

(c) All connections, service lines, and fixtures furnished by the owner shall be maintained by the owner in good order, and all valves and appliances furnished and owned by the Township and on the property of the owner shall be properly protected and cared for by the owner. All leaks in the service or any other pipe or fixture in or upon the premises supplied must be immediately repaired by the owner.

(d) All pipes and fixtures shall at all reasonable hours be subject to inspection by properly identified employees of the Township.

(e) The Township shall in no event be responsible for maintaining any portion of the service line owned by the owner; or for damage done by water escaping therefrom, or for lines or fixtures on the owner's property; and the owner shall at all times comply with municipal regulations with reference thereto, and make all changes therein required on account of changes of grade, relocation of mains or otherwise.

(f) No service line shall be laid in any trench wherein are laid gas pipe, sewer pipe, or any other facilities of a public service company or municipality, unless authorized and approved by the Township.

(g) All injuries to service pipes or street mains caused by careless or negligent work or improper filling of excavations for any purposes shall be chargeable to the person so causing such injury, and the expense of repairing the same shall be recovered from such person.

(h) No owner or any individual or entity of any premises supplied by the Township will be allowed to furnish water to other persons or families except as specified in the application and approved by the Township, and in case of violation of this rule the supply will be shut off, and the owner charged with the proper actual or estimated charge for such water, in accordance with the rates of the Township.

Section 4. Discontinuance of Service.

(a) Service under any application, including public fire protection, and by any other municipal use, may be discontinued for any of the following reasons:

(i) for misrepresentation in the application as to property or fixtures to be supplied, or the use to be made of the water supply.

(ii) for the use of water for any other property or purposes than that described in the application. Use of water for the filling or re-filling of a swimming pool is prohibited. Use of running water to prevent freezing, or to cool a container or the contents, is not a legitimate use and is prohibited.

(iii) for willful waste of water through improper or imperfect pipes, fixtures or otherwise. The use of a hose for any purpose, except in case of a fire, by the Township is forbidden.

(iv) for failure to protect the connections, service lines or fixtures in good order.

Section 8. Enforcement.

This Ordinance shall be enforced by the Township employee designated by the Board.

Section 9. Penalties.

Any person who shall violate any provision of this Ordinance shall, upon conviction thereof, be sentenced to pay a fine of not more than One Thousand (\$1,000.00) Dollars and costs, and, in default of payment, to undergo imprisonment for a term not to exceed thirty (30) days. All prosecutions shall be brought before the Magisterial District Judge having jurisdiction of summary violations that occur in the Township.

Section 10. Nonexclusivity.

All provisions of this Ordinance are applicable in addition to and in accordance with any and all provisions set forth in Pennsylvania state law and regulation duly adopted by the Township.

Section 11. Conflicting Provisions.

If any provisions of this Ordinance should conflict with provisions of Pennsylvania state law or any regulation duly adopted by the Township, the state law or regulation shall prevail.

Section 12.

All Ordinances or parts thereof that are inconsistent herewith are hereby repealed.

ENACTED AND ORDAINED by the Board of Supervisors of Heidelberg Township this 4th day of December, 2019.

Attest:

Norma Mark
Secretary

HEIDELBERG TOWNSHIP

By: [Signature]
Chairman

ORDINANCE NO. 2019 - 116

**AN ORDINANCE OF HEIDELBERG TOWNSHIP, YORK COUNTY,
PENNSYLVANIA, AUTHORIZING THE TOWNSHIP TO CONTRACT FOR
POLICE SERVICES WITH THE NORTHERN YORK COUNTY REGIONAL
POLICE COMMISSION**

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 Ordinance, and has its police headquarters at 1445 East Canal Road, Dover, Pennsylvania;

WHEREAS, Heidelberg Township (the "Township") has no police department and currently receives police services by way of membership in the Southwestern Regional Police Department, which the Township anticipates will dissolve at the end of 2019;

WHEREAS, the Township desires to purchase police protective services from the Commission as a contracting party rather than as a full Participant member of the Commission and has negotiated an Agreement for Police Services with the Commission that will become effective on January 1, 2020, which is annexed hereto as Exhibit B and is incorporated into this Ordinance;

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

Section 1. Authorization to Contract with the Commission for Police Services. The Township is hereby authorized to contract with the Commission for police protective services pursuant to the terms of the Agreement for Police Services, which shall become effective January 1, 2020 and is annexed to this Ordinance as Exhibit B.

Section 2. Intergovernmental Cooperation Act. As required by the Intergovernmental Cooperation Act, Content of Ordinance, 53 Pa.C.S. § 2307, the following matters are expressly specified by this Ordinance:

- (A) The conditions of the agreement are set forth in the Agreement for Police Services and the incorporated provisions of the Commission's Charter, which are attached Exhibits A and B and are incorporated into this Ordinance.
- (B) The Agreement for Police Services shall commence 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 the Agreement for Police Services, and shall thereafter continue in perpetuity, unless terminated, pursuant to the applicable terms of the Agreement for Police Services.
- (C) The purposes and objectives of the Agreement for Polices Services is for the Township's purchase of police protective services from the Commission. The

Township shall be deemed to have delegated its authority to police its geographic boundaries to the Commission pursuant to Paragraphs 2, 3, and 4 of the Police Services Agreement and all applicable provisions of the Charter.

- (D) Pursuant to the terms of the Agreement for Police Services, the Township's initial annual contribution for police protective services will be for eight (8) Police Protection Units, with each Unit valued at \$43,766.33, and will be payable pursuant to the terms of the Police Services Agreement and applicable provisions of the Charter. Thereafter, the Township's contributions will continue to be based on the amount of Police Protection Units purchased on an annual basis, with such Police Protection Units calculated, assessed, and paid in the same manner as those purchased by the Commission's full member Participants. Such contributions are fully set forth in Paragraph 7 of the Agreement for Police Services.
- (E) The organizational structure of the Commission necessary to carry out the purposes of the Police Services Agreement 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. And, pursuant to Paragraph 10 of the Agreement for Police Services, the Township holds no ownership interest in the assets or real property of the Commission.
- (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 3. Repealer. All Ordinances, Resolutions, or other laws, or parts thereof, which are inconsistent with this Ordinance are hereby repealed.

Section 4. Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

Section 5. Effective Date. This Ordinance shall become effective as of January 1, 2020.

DULY ORDAINED AND ENACTED this 23rd day of December, 2019, by the Board of Supervisors of Heidelberg Township, York County, Pennsylvania.

ATTEST:

HEIDELBERG TOWNSHIP
BOARD OF SUPERVISORS

Norma A. Markle
Norma A. Markle, Secretary

BY:

Timothy Hansen
Timothy Hansen, Chairman

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, S.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

LAW OFFICES
FLUGER,
MCCILL &
SHELLEY
TOWN, PENNSYLVANIA

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

LAW OFFICES
FLUHRER,
MEDILL &
SHELLEY
NEW YORK, PENNSYLVANIA

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.

LAW OFFICES
PLUHRER,
NEEDLE &
SPIELLEY
YORK, PENNSYLVANIA

(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

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 NYCRCPC.

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 NYCRCPC shall be January 1 to December 31.

B. DEPARTMENT OFFICES

(a) LOCATION

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

(b) BUILDING EXPENSE

The NYCRCPC 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

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

12. WITHDRAWAL OF PARTICIPANTS

A Participant may withdraw from participating in the NYCRPC and from the NYCRRD provided that written notice of intent to withdraw is sent by certified mail, return receipt requested, to the NYCRPC 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 NYCRPC 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 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 NYCRCPD 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. Kautz

DOVER BOROUGH

By: Raymond W. Parkhurst

Frederick E. O'Neil

ATTEST:

Fredrick C. Rutter

MANCHESTER TOWNSHIP

By: Alan Johnson

Fredrick E. Rutter

PARADISE TOWNSHIP

By: William L. Benget

W. Leonard Amund

NORTH YORK BOROUGH

By: Lawrence R. Peterson

W. Leonard Amund

CONEWAGO TOWNSHIP

By: John D. Swartz

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