

**TOWNSHIP OF PLAINFIELD
NORTHAMPTON COUNTY, PENNSYLVANIA**

ORDINANCE NO. 414

AN ORDINANCE OF THE TOWNSHIP OF PLAINFIELD, NORTHAMPTON COUNTY, PENNSYLVANIA, AMENDING ARTICLE III- SECTION C AND SECTION G; ARTICLE IV- SECTION A AND SECTION E; ARTICLE IX- SECTION A; AND ARTICLE XX OF THE SLATE BELT REGIONAL POLICE DEPARTMENT CHARTER AGREEMENT; SEVERABILITY; REPEALER; EFFECTIVE DATE

WHEREAS, the above named municipality has entered into the Slate Belt Regional Police Department Charter Agreement dated April 1st, 2014 (“Charter Agreement”); and

WHEREAS, all of the signatories to the Charter Agreement, specifically, the Borough of Wind Gap, the Borough of Pen Argyl, and Plainfield Township, have unanimously agreed to amend the terms of the Charter Agreement.

NOW THEREFORE, INCORPORATING THE PRECEDING WHEREAS PARAGRAPHS AS IF SET FORTH HEREIN AT LENGTH, BE IT ENACTED AND ORDAINED BY THE PLAINFIELD TOWNSHIP BOARD OF SUPERVISORS, NORTHAMPTON COUNTY, PENNSYLVANIA AND IT IS HEREBY ENACTED AND ORDAINED BY THE AUTHORITY OF SAME, AS FOLLOWS:

Section 1.

The revised Charter Agreement attached hereto as Exhibit “A” and approved by the Slate Belt Regional Police Commission is hereby adopted.

Section 2.

Severability. The provisions of this Ordinance shall be severable, and if any provision hereof shall be declared unconstitutional, illegal or invalid, such decision shall not affect the validity of any of the remaining provisions of this Ordinance. It is hereby declared as a legislative intent of the Township that this Ordinance would have been amended as if such unconstitutional, illegal or invalid provision or provisions has not been included herein.

Section 3.

Repealer. This Ordinance hereby specifically repeals Ordinance No. 372, Ordinance No. 383, Ordinance No. 390, Ordinance No. 403, Ordinance No. 408, and all other Township Ordinances or parts thereof, as amended, that were adopted prior to this Ordinance and are in direct conflict with this Ordinance.

Section 4.

Effective Date. This Ordinance shall become effective five (5) days after enactment by the Board of Supervisors of Plainfield Township.

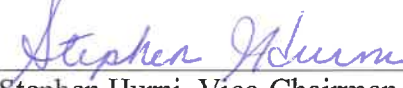
ENACTED AND ORDAINED into an Ordinance this 13th day of July, 2022.


ATTEST:


Thomas Petrucci, Township Manager

**PLAINFIELD TOWNSHIP
BOARD OF SUPERVISORS**

By: _____
Glenn Borger, Chairman

By: 
Stephen Hurni, Vice-Chairman

By: 
Jane Mellert

By: 
Donald Moore

By: _____
Randy Heard

CERTIFICATION

I, Thomas R. Petrucci, duly qualified Secretary of the Township of Plainfield, Northampton County, PA, hereby certify that the forgoing is a true and correct copy of an Ordinance duly adopted by a majority vote of the Plainfield Township Board of Supervisors at the regular meeting held on July 13, 2022 and that said Ordinance has been recorded in the Minutes of the Township of Plainfield and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Plainfield, this 13th day of July, 2022.


Thomas R. Petrucci, Township Manager

Exhibit "A"

SLATE BELT REGIONAL POLICE DEPARTMENT CHARTER AGREEMENT

THIS CHARTER AGREEMENT, made this _____ day of _____ 2022, by and between the Boroughs of Pen Argyl, Wind Gap and Plainfield Township (individually considered Original Members) all political subdivisions of the Commonwealth of Pennsylvania, situate in Northampton County, Pennsylvania, hereafter referred to as the "Municipalities", and the Slate Belt Regional Police Department ("Department") which is an unincorporated nonprofit association regional police department that was established under the authority of 53 Pa. C.S.A. § 2301 et seq., as amended, and is organized and existing pursuant to a certain Charter Agreement, dated April 1, 2014.

WITNESSETH:

WHEREAS, the Municipalities have collectively created the Slate Belt Regional Police Department and the Slate Belt Regional Police Commission pursuant to a certain Charter Agreement, dated April 1, 2014; and

WHEREAS, the power to create such regional police department is granted by the Constitution of the Commonwealth of Pennsylvania in Article IX, Section 5, and the Act of July 12, 1972, as amended, (53 Pa. C.S.A. § 2301 et seq.), and

WHEREAS, the Municipalities and the Slate Belt Regional Police Commission believe that it is in the best interests of the Slate Belt Regional Police Commission and the Slate Belt Regional Police Department to update and revise the aforesaid Charter Agreement, dated April 1, 2014; and

WHEREAS, the Municipalities desire uniformity and continuity in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of the Municipalities; and

WHEREAS, the continued coordination and integration of the exercise and discharge of police powers in the Municipalities can continue to be improved and be more cost effective by the continuation of the regional police department; and

WHEREAS, it is the desire of the Municipalities to enter into this revised and updated Charter Agreement for the purpose of having available for use throughout the territorial limits of the Municipalities the services of a regional police department under the terms and conditions hereinafter set forth; and

WHEREAS, the Municipalities and the Slate Belt Regional Police Commission recognize that the Act of July 12, 1972, as amended, (53 Pa. C.S.A. § 2301 et seq.), has been amended to allow intergovernmental cooperation agreements to be adopted by Resolution instead of Ordinance. The Municipalities and the Slate Belt Regional Police Department mutually agree that it is in the best interests of the Municipalities and the Slate Belt Regional Police Commission to restate a certain Charter Agreement, dated April 1, 2014, by way of a Resolution adopted by each of the governing bodies of the individual Municipalities; and

WHEREAS, the Municipalities desire to continue to associate themselves in the regional police department known as the Slate Belt Regional Police Department.

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, and intending to be legal bound hereby, the parties hereto agree as follows:

ARTICLE I
FORMATION OF REGIONAL POLICE DEPARTMENT AND POLICE COMMISSION

SECTION A. Incorporation Clause. All “WHEREAS” clauses are incorporated herein as though more fully set forth at length.

SECTION B. Agreement to Cooperate. Pursuant to 53 Pa. C.S.A. § 2301 et seq , as amended, the parties agree to continue cooperate and associate themselves together for the purpose of continuing a regional police system.

SECTION C. Formation of Department. The parties have collectively created the Slate Belt Regional Police Department (“Department”).

SECTION D. Formation of Commission. The Department shall continue to be under the direction and control of a joint board to be known as the Slate Belt Regional Police Commission (“Commission”), which shall consist and be comprised of representatives appointed by the Municipalities in accordance with Article III of this Agreement.

SECTION E. Start Date. The Commission was originally formed and organized upon execution of the Charter Agreement, dated April 1, 2014, and April 1, 2014 shall continue to be the effective date of the formation and organization of the Commission.

ARTICLE II
POLICE DISTRICT BOUNDARIES

SECTION A. Regional Police District. All mutual municipal boundaries of the parties shall be obliterated for the purpose of police service so that a single police district comprising the total geographic area encompassed within the collective political boundaries of the Municipalities is established, hereafter to be known as the Slate Belt Regional Police District ("Police District"). The Police District may be expanded, or other districts may be created, to encompass or include area within other Municipalities that become part of the Department and join or purchase services from the Commission. The Police District shall be the "primary jurisdiction", as that term is defined and used in law, of all officers in the Slate Belt Regional Police Department.

SECTION B. Authority to Provide Police Services. Subject to the terms of this Agreement and the limitation set forth in Section C, the Municipalities hereby transfer and delegate to the Commission their authority to provide police services in the Police District as of the start date of the Department.

SECTION C. Retention of Police Powers. Nothing contained in this Agreement shall be interpreted or construed as restricting or prohibiting the Municipalities from enacting or enforcing ordinances or laws they are otherwise authorized to enact or enforce.

SECTION D. Statutory Jurisdiction and Authority. Officers in the Department shall have full municipal police jurisdiction and authority. Nothing in this Article or any other provision of this Agreement shall be construed as divesting officers employed by the Department or extra-territorial jurisdiction or authority conferred by law or Agreement.

SECTION E. Titling of Assets. While various assets and debts may be titled in the names of various Municipalities, the spirit and purpose of this Agreement is for the Municipalities to work together as set forth herein. The titling of assets and debts shall not be controlling.

ARTICLE III REGIONAL POLICE COMMISSION

SECTION A. Commission. The Commission shall have the responsibility and authority to govern, manage, operate, and administer the Department and provide police services in accordance with this Agreement and applicable law. The Department and its officers and employees shall be under the direction, control, and general supervision of the Commission.

SECTION B. Representatives. The Commission shall consist of and shall act, conduct business and carry out or exercise its delegated powers, duties responsibilities and authority through a joint board of representatives appointed by the Municipalities. Each party shall appoint one (1) representative and one (1) alternate representative. The one (1) representative from a Borough shall be the Mayor of the Borough or a member of the Borough Council. The one (1) representative from a Township shall be one (1) of the elected Township Supervisors.

The one (1) alternate shall be an elected Supervisor, Mayor or Council Member of the Municipality. When the Municipalities' representative is present, the individuals sitting as alternate representatives shall have the right to participate in all meetings and business but may not take any official action. It is the intent of this Agreement that the alternates become involved in the process but that each Municipality have only one (1) member per meeting take official action.

If additional Municipalities become part of the Department and join the Commission, then each such joining Municipality shall have representation on the Commission as negotiated and designated by the existing Commission.

SECTION C. Terms and Appointments. The governing body of each member Municipality shall appoint the representative and one (1) alternate representative to the Commission. Each municipality shall provide written notification to the Chief of the Slate Belt Regional Police Department and to the Commission of the appointment of each representative and alternate. The terms of office shall commence on the date of appointment, which shall be made by the Municipalities as they see fit. After expiration of their terms, representatives shall continue to serve until a successor is appointed. In the event that a representative or alternate ceases being an elected or appointed official, he or she shall simultaneously cease being a representative or alternate on the Commission.

SECTION D. Qualifications. Each representative and alternate shall be an elected

official of the Municipality by which the representative was appointed in accordance with Article III, Section B.

SECTION E. Removal. Each representative and alternate shall be subject to removal, after due notice, and after a hearing with an opportunity to be heard, by a majority vote of the governing body of the appointing Municipality, in the following circumstances:

1. **Just Cause.** Any representative may be removed for just cause. "Just cause" includes, but is not limited to, the following reasons:
 - a) The conviction of any misdemeanor or felony charge which would relate to the individual's ability to act as a representative;
 - b) Attempting to or actually threatening, intimidating or influencing another utilizing the position of representative;
 - c) Falsifying records, reports, or information of any nature;
 - d) Unsatisfactory performance;
 - e) Unauthorized use of or disclosure of confidential information or resources;
 - f) Conduct unbecoming a representative;
 - g) Violation of the rules and policies of the Commission;

The above list is illustrative only and not intended to be all-inclusive.

2. **Failure to Attend Meetings.** Any representative who fails to attend three (3) consecutive meetings, or six (6) meetings in any consecutive twelve (12) month period, without reasonable cause or excuse, may be removed.
3. **Termination of Residency.** Any representative who ceases to be a full-time resident of the appointing Municipality shall be removed.

SECTION F. Vacancies. Each Municipality shall appoint a successor to the unexpired term of any of its representatives in the event of a vacancy or resignation.

SECTION G. Officers and Committees. The Officers of the Commission shall be a Chairperson, Vice-Chairperson, Secretary/Treasurer, and such other officers as the Commission may deem necessary and appropriate. The Secretary and/or Treasurer may also be an employee of the Slate Belt Regional Police Department. Officers shall be duly elected or appointed by the Commission representatives at the annual Commission reorganization meeting or at other times throughout the year as needed. Commission members shall endeavor, whenever possible, to obtain a consensus from the Commission regarding policy decisions, expenditures or other directions and actions. In the event an employee of the Slate Belt Regional Police Department is appointed as the Secretary/Treasurer, said employee will be compensated in accordance with the Fair Labor Standards Act.

SECTION H. Rules. The Commission shall adopt or promulgate written rules and policies to govern its operation, establish procedures for the conduct of its meetings, and prescribe the duties of its members and officers.

SECTION I. Compensation. The members of the Commission shall serve without compensation.

ARTICLE IV MEETINGS

SECTION A. Regular Meetings. The Commission shall be scheduled to meet at least monthly for the purpose of conducting the business of the Commission and may meet at other times at as it deems necessary. Meetings shall be scheduled and conducted in compliance with the "Sunshine Act", 65 P.S. Section 271 et. seq., as amended from time to time (or any successor legislation of the same). Said meetings may be scheduled in advance pursuant to an anticipated schedule. The first meeting of each year shall be the annual reorganization meeting for the purpose of electing officers for a one (1) year term and conducting annual reorganization business.

SECTION B. Special Meetings. Special or rescheduled regular meetings may be called by the Chairperson and shall be called at the written request of any two (2) or more members of the Commission. 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 three (3) days prior to the day named for the meeting to each member of the Commission who does not waive such notice in writing. Special meetings shall be advertised in accordance with the Pennsylvania Sunshine Act (65 Pa.C.S. §§ 701-716), as amended from time to time (or any successor legislation of the same).

SECTION C. Quorum Voting. Each Commission member or alternate shall have one (1) vote. A majority of the members of the Commission shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the members present at a meeting at which a quorum is present shall be the action of the Commission. Voting on all questions shall be taken by a show of hands or voice vote, provided, however, that the Chairperson may on the Chair's own motion, or shall, at the request of any member, cause a vote to be taken by roll call. If all the Municipalities are not present, the Commission may choose to, but is not required to, postpone any action or decision.

SECTION D. Minutes. The Commission shall maintain accurate records and minutes of all regular and special meetings. Once approved, such minutes shall, at reasonable times, be open for inspection in accordance with the applicable law(s).

SECTION E. Attendance. The Commission, at its discretion, shall compel the attendance of any member of the department and/or any documentation and information the Commission deems necessary.

SECTION F. Monthly Reports. The Chief of Police (or the ranking officer in charge in the event the Chief of Police is not available) shall give a monthly report of the Department's activities at each Commission meeting. Said monthly report shall be in a form, shall contain information, and shall be distributed in accordance with the direction of the Commission.

ARTICLE V
COST ASSESSMENT

SECTION A. Funding. The Department and Commission shall be funded substantially through annual assessed contributions from its Participants, initial assessments to new members, and supplemental funding as may be available from time to time from local, state, federal and other sources.

SECTION B. Apportionment Formula. Annual assessed contributions for participants shall be determined by the Commission based on the total net cost for providing police services pursuant to the apportionment formula set forth in this Section B.

1. **Cost Sharing.** All costs for providing police service, including without limitation, administrative costs, legal costs, professional costs, employee payroll and benefits, vehicle and headquarter operating expenses, and other costs for operating the Commission and Department shall be apportioned to each Municipality as follows:
 - (a) **Building Costs.** If the Municipalities and/or Commission enter into a lease-purchase Agreement or acquire and improve real estate for the Central Headquarters of the Department, then the building costs, as that term is hereafter defined, shall be apportioned equally. (One-third (1/3) each) between the parties (See Article VI. Section A5).
 - (b) **Operational Costs.** Operational costs, as that term is hereafter defined (or, if the preceding section is inapplicable because the parties neither acquire real estate, nor enter into a lease purchase, then all costs), shall be apportioned using a weighted formula based on assessed property valuation, population, number of weighted incidents, and road mileage, as hereinafter defined. The apportionments shall be determined on an annual basis. Each Municipality's share shall equal $.35W + .30X + .30Y + .05Z$, as follows:
 - i. W equals the Municipality's total assessed valuation divided by the total assessed valuation of all member Municipalities;
 - ii. X equals the Municipality's population divided by the total population of all member Municipalities;
 - iii. Y equals the Municipality's number of weighted incidents reported (minus citations and warnings) utilizing the nationally accepted International Association of Chiefs of Police weighted calls for service scale divided by the total number of weighted incidents reported by all member Municipalities (minus citations and warnings);
 - iv. Z equals the Municipality's number of total road mileage (both the Municipal Road System and the State Highway System) reported

as per the most recently revised/approved State Liquid Fuels Map of the Municipalities as compiled and approved by the Pennsylvania Department of Transportation (PennDOT) divided by the total road mileage reported by all member Municipalities.

2. **Definitions.**

- (a) **Population.** The term "population", as used in the formula, shall mean the total population for each Municipality as determined by the most recent decennial census figures published by the U.S. Census Bureau. Provided, however, that between census cycles, the population estimated by the Penn State University Data Center for every year shall be used in applying the formula and further provided that the number used in the formula shall be an average of the three (3) years preceding the budget year in which the formula is applied.
- (b) **Total Assessed Valuation.** The term "total assessed valuation", as used in the formula shall mean the average assessed value of all classes and categories of real property, including both taxable and non-taxable property, in each Municipality as determined by the Northampton County Assessment Office and certified by Northampton County for each of the three (3) years immediately preceding the budget year in which the formula will be applied. The three (3) year average shall be calculated by using the assessed value totals for each of the participating Municipalities as of July 31st for the three (3) years immediately preceding the budget year in which the formula will be applied. Said assessed value totals are anticipated to be available from the Northampton County Assessment Office on or around August 1st.
- (c) **Incidents.**
- (1) **Definition.** The term "incident", as used in the formula, shall mean a matter or service that results in at least two (2) of the following:
- a. a police response;
 - b. a written report; or
 - c. the assignment of a case number;

The Chief shall have the responsibility to track and tally incidents occurring in each Municipality and shall report the number of incidents on a monthly, quarterly, and yearly basis. The incident number shall be weighted and shall utilize the nationally accepted International Association of Chiefs of Police weighted calls for service scale, as amended. The nationally accepted International Association of Chiefs of Police weighted calls for service scale that is currently in effect and in use at the time of the execution of this revised and updated Charter Agreement is incorporated herein

as Exhibit "A". Upon any amendment to Exhibit "A", the amended Exhibit "A" shall be replaced with the amended version in effect.

This definition shall be used unless and until modified in accordance with subparagraph (2) below.

(2) **Review and Modification.**

a. The definition of "incident" shall be reviewed every three (3) years and may be reviewed earlier at the written request of any Municipality. For the triennial reviews, each Municipality shall provide written notice of its acceptance or desire to amend the definition then being used. If modification is requested, the notice shall include a statement of the desired amendment. Similarly, a request to review shall include the modification desired by the requesting party. When modification is requested, the parties shall meet with the Commission and Chief in an attempt to negotiate an amended definition. If the parties cannot unanimously agree on a revised definition, the definition will be controlled by the informal or formal determination of the Pennsylvania Department of Community and Economic Development, Center for Local Government Services (DCED). The parties agree that the determination made by the Pennsylvania Department of Community and Economic Development, Center for Local Government Services (DCED) shall be controlling and there shall be no further right to appeal or contest. It is the intent of the Municipalities that any revised or modified definition fairly reflects the amount of police activity necessary in each Municipality to adequately provide the police services required by this Agreement.

A new or modified definition may only be applied prospectively at the beginning of a fiscal year and may not be implemented during any budget year in which a prior definition is already being used.

b. The Municipalities agree to review Article (V) (Cost Assessment), Section B (Apportionment Formula) (1) (Cost Sharing) (b) (Operational Costs) on an annual basis prior to the preparation of the Annual Budget (Article V, Section A).

Application. For the purpose of applying the "incident" component of the formula, the number of incidents and the percentages derived therefrom shall be calculated by averaging the number of incidents in each Municipality for the three (3) years immediately preceding the year in which the formula will be used to apportion costs.

(d) **Building Costs.** The term "building costs", as used in the formula, shall mean and include only:

(1) the original costs incurred by the Commission and the

Municipalities in the acquisition of real estate for and/or the construction or renovation of the initial Central Headquarters of the Department; and

- (2) if the Municipalities and/or the Commission enter into a lease-purchase Agreement for the Central Headquarters, then all rental and purchase payments under the Agreement.

The term does not include payments made under a lease that does not constitute a lease-purchase Agreement and shall not include maintenance, utility, and insurance costs. These costs constitute "operational" costs as that term is defined below.

- (e) **Operational Costs.** The term "operational costs", as used in the formula means all costs of operating the Commission and Department that are not "building costs" as that term is defined above.

SECTION C. New Member Admission Fee. Any new member joining the Commission and Department shall be required to pay to the Commission a non-refundable admission fee in an amount determined by the Commission. Said fee must be paid by a new member before its membership becomes effective.

ARTICLE VI FINANCES

SECTION A. Budget. The budget for each fiscal year shall be prepared submitted, approved and adopted in accordance with the provisions of this section.

1. **Budget Submission.** Each year the Commission shall prepare and approve, by a majority vote, a draft of proposed annual budget. The draft Budget shall be submitted to the Municipalities for consideration and approval on or before September 30th of the year immediately preceding the fiscal year for which the budget is proposed.
2. **Municipal Approvals.** Each Municipality shall provide written notice to the Commission and all other parties of its approval or disapproval of the proposed budget by November 1st of each year. Notice of disapproval shall state with particularity the reasons for disapproval and identify the line items and other portions of the budget with which the Municipality disagrees. A Municipality that fails to give written notice of approval or disapproval by November 1st shall be deemed to have approved the proposed budget.
3. **Adoption.** After notices are given or approvals are deemed, the adoption process shall be as follows:
 - (a) **Approval by all Municipalities.** If all Municipalities approve the proposed budget, then the Commission shall adopt the budget as submitted and approved.

- (b) **Approval by One or Two Municipalities.** If at least one, but not all of the Municipalities approve the proposed budget, then any party may request a budget meeting by sending a written request to the Commission and all other Municipalities no later than fifteen (15) days after such approval. If a request is sent, the Commission and the Municipalities shall meet at least once, and may hold as many additional sessions as they may agree; provided, however, that all meetings are concluded by December 15.
- (1) **Revisions.** If meetings are held and result in a revised budget that is approved by all Municipalities, the Commission shall adopt the budget as revised and unanimously approved.
- (2) **No Meeting or Agreement on Revisions.** If no request to meet is sent, or if meetings do not result in a revised budget that receives unanimous approval, the Commission shall adopt the proposed budget subject to the following limitations:
- (a) if two Municipalities approve the proposed budget, the final budget shall not exceed an amount equal to the sum of:
- i. the prior year's budget, plus
 - ii. three percent (3%) for non-salary items, plus
 - iii. increases required by the police collective bargaining unit Agreement for the fiscal year in which the budget will be implemented.
- (b) if only one Municipality approves the proposed budget, the final budget shall not exceed an amount equal to the sum of:
- i. the prior year's budget, plus
 - ii. one percent (1%) for non-salary items, plus
 - iii. increases required by the police collective bargaining unit Agreement for the fiscal year in which the budget will be implemented.
- (c) **No Municipal Approvals.** If no Municipality approves the proposed budget, then the Commission shall submit a revised budget by November 15. At or before its first municipal meeting in December, each Municipality shall send written notice to the Commission and all other parties of its approval or disapproval of the revised budget. If at least one Municipality approves the budget, then the budget shall be adopted in accordance with the provisions of paragraphs 3a, or 3b(2)(a), or 3b(2)(b) of this Section. If no Municipality approves the revised budget the parties and Commission shall meet to negotiate a budget. If approvals are not

received and Agreement is not reached by December 31, the budget shall be deemed to be an amount equal to the prior year's budget plus increases required by the police bargaining unit Agreement for the year in which the budget will be implemented.

4. **Adoption Deadline.** In all cases, the Commission shall adopt the budget no later than December 31 of the year immediately preceding the fiscal year in which the budget will be implemented.
5. **Building Costs.** "Building Costs", as that term is defined and used in Articles V and X, shall not be paid from the budget. Each Municipality shall be individually responsible for its own one-third (1/3) share of the "building costs" and shall make its payments relating to building costs directly to the person or entity to whom the payments are owed. If for auditing, accounting, or other official purposes, "building costs" are required to be shown in the Commission's budget and reports, the building costs shall be listed in a separate category and, if necessary, a note stating that the costs are paid by the Municipalities shall be added.
6. **Minor Budget Amendments.** The Commission may by resolution make supplemental appropriations for any purpose from any funds on hand, or estimated to be received within the fiscal year and not otherwise appropriated, including the proceeds of any borrowing authorized by law. Supplemental appropriations may be made whether or not an appropriation for that purpose was included in the original budget as adopted so long as said supplemental appropriations do not affect the cost sharing or contribution rates of each individual municipality as set forth in Article V.

SECTION B. Payments to Commission. Each Municipality shall pay to the Commission proportionate shares of the annual budget appropriations monthly on the first day of each month for the year. A penalty fee of 1.50% per month (18% annually) shall be imposed upon the monthly payment of any Municipality whose payment is not received by the Commission by the tenth (10th) day of the month. Municipalities may elect to pay the proportionate shares of the annual budget appropriations in the sole discretion of the governing bodies of the Municipalities, provided this does not result in a delayed payment to the Commission. A penalty fee of 1.50% per month (18% annually) shall be assessed for any month(s) where a Municipality does not submit the equivalent of a monthly payment by the tenth (10th) day of the month, regardless of whether payments are made.

SECTION C. Fiscal Year. The fiscal year of the Department shall be January 1 to December 31.

SECTION D. Bank Deposits. All monies of the Commission, from whatever source derived, shall be paid to a bonded employee of the Department. Said monies shall be deposited by the bonded employee in a separate account in a bank with offices in the District. Monies

shall be invested in accordance with Commission Policy, pending disbursement for services. The account, to the extent the same is not insured, shall be continuously secured by a pledge of direct obligations of the United States, the Commonwealth of Pennsylvania or the Municipalities, having an aggregate market value at all times at least equal to the balance on deposit on such an account. The monies in said account shall be paid out on the warrant or other order of the Treasurer or of such other person as the Commission may authorize to execute such warrants or orders. The Treasurer shall give bond in such sum as approved by the Commission, and the premiums shall be paid by the Commission. Separate and apart from the requirements set forth below, the Commission reserves the right, at any time and at the Commission's sole discretion, to require an accounting of said monies and said account. The Commission may also require documentation including copies of statements, checks, and transactions of said monies and said account.

SECTION E. Annual Report, Audit. The Commission shall file an annual written audit report and operational report with the Municipalities covering its operations and the police work of the Department by June 1st of each year. The Commission recognizes that extreme extenuating circumstances may extend this deadline; however, the Commission reserves the right to define the extent of the circumstances that would necessitate the extension of the deadline. At a minimum, the operational report shall summarize the activities of the Department, note any crime trends, set forth by Municipality, and in total the number and types of incidents and any trends related thereto, make recommendations for improving police service and propose capital improvements, expenditures and manpower allocations for subsequent years. The Commission shall have its books, accounts and records audited annually by a Certified Public Accountant to prepare the audit report.

ARTICLE VII JURISDICTION AND POWER

SECTION A. Responsibility, Jurisdiction and Authority. The Commission shall have the responsibility, jurisdiction and authority to supervise and direct all police activities of the Department and shall provide police services as required in the Police District. The services shall include without limitation, investigation of all crimes and complaints, enforcement of laws and ordinances, and all other law enforcement services that are normally provided by a municipal police agency or are deemed necessary to preserve the peace and that are permitted by applicable law.

SECTION B. Supervision. The Department's sworn police officers and civilian personnel shall be under the direct supervision of a regional Chief of Police or an alternate individual or position as directed by the Commission. Said individual shall report to and be responsible to the Commission.

SECTION C. Personnel Policies. All appointments, removals (including discharge), promotions, reductions in rank, suspensions, reprimands or other discipline and related actions and matters shall be made by the Commission in writing pursuant to uniform policies established by the Commission. The Commission shall make uniform policies on wages, hours, and conditions and terms of employment and other matters relating to effective police service, consistent with the laws of the Commonwealth of Pennsylvania. The Commission shall adopt a written personnel policy covering all the sections of this Article and make same available for

distribution to the parties of this Agreement.

SECTION D. Powers. The Commission shall have the responsibility for and jurisdiction to perform all actions customary and appropriate to provide police services to the Municipalities and Police District in accordance with this Agreement and applicable law. In order to carry out these responsibilities, the Municipalities, subject to the terms of this Agreement, grant and delegate to the Commission the functions, powers, and responsibilities they have with respect to the operation, management and administration of a Municipal Police Department as well as the express authority to:

1. Lease, sell or purchase, real estate, subject to the unanimous approval of the governing bodies (i.e. Board of Supervisors and Borough Council) of the Municipalities;
2. Lease, sell, or purchase personal property, provided that in an amount not to exceed \$50,000.00; leasing, selling or purchasing personal property in an amount greater than \$50,000.00 shall be subject to the unanimous approval of the governing bodies (i.e. Board of Supervisors and Borough Council) of the Municipalities;
3. Enter into contracts for purchase of goods and services and collective bargaining Agreements;
4. Hire, fire, suspend, promote, demote, discipline, set salaries and otherwise deal with employees;
5. Serve as a hearing body;
6. Establish and maintain bank accounts and other financial accounts;
7. Invest monies as authorized by the Commonwealth of Pennsylvania;
8. Borrow monies. However, said borrowing greater than \$100,000.00 per budget year is subject to the unanimous approval of the Municipalities;
9. Establish, enter into contracts for and fund policies of group insurance and employee benefit programs: including social security and pension funds;
10. Delegate any of its powers, expressed or implied, to the Police Chief or his next in command, in the discretion of the Commission;
11. Obtain legal, accounting and other professional services;
12. Bargain with police officers; and
13. Swear in officers and cause oaths of office to be administered.

In addition, the Commission shall have the authority necessarily implied and incidental to

carrying out its purposes in providing police services and protection to the Police District.

SECTION E. Codes and Laws.

1. **Intergovernmental Cooperation.** The Commission shall be bound by the provisions of the "Intergovernmental Cooperation Act", 53 Pa. C. S.A. Section 2301 et. seq., as amended, and the terms of this Agreement, which is entered into under Authority of the Act.
2. **Municipal Codes.** The Commission, as an independent legal entity created pursuant to the Act of July 12, 1972, as amended, (53 Pa. C.S.A. § 2301 et seq.), shall not be governed by the Second Class Township Code or the Borough Code. The Commission may, however, look to such codes, including the Police Tenure Act, for guidance in the administration of the Commission; however, in doing so, the Commission shall not be deemed to have adopted or become bound by said laws by implication or past practice.
3. **Records, Documents, and Meetings.** The Commission shall be bound by the general laws relating to public records, documents, meetings and hearings that are applicable to the Municipalities, including the "Sunshine Act", 65 P.S. section 271 et. seq., the Pennsylvania Right-to-Know-Act. 65 P.S. section 66. 1 et. seq., and the Local Agency Law, 2 Pa. C.S.A. Section 101 et. seq.

**ARTICLE VIII
POLICE DISTRICT BOUNDARIES**

SECTION A. All mutual municipal boundaries of the Participating Municipalities shall be obliterated for the purposes of police services, so that a single police district, comprising the total political and geographic area of the Participating Municipalities, is established.

SECTION B. The Participating Municipalities shall be deemed to have surrendered their authority to provide police services in said areas to the Commission, subject to the terms of this Agreement and the limitation set forth in Section C.

SECTION C. The Participating Municipalities shall retain concurrent police power within their respective jurisdictions, to enable each to enforce its own municipal ordinances in the manner and through the means each deems appropriate.

**ARTICLE IX
PENSIONS**

SECTION A. Pension Fund. The Commission has established a pension plan for the Slate Belt Regional Police Department and its applicable individual employees, and the Municipalities and the Commission have successfully effectuated a transfer and/or merger of the Municipalities respective existing pension plans into the regional pension plan. The Commission shall administer, manage, fund, and maintain the regional pension plan in accordance with applicable federal and/or state law. The rules and regulations of the Slate Belt Regional Police Department's pension plan shall control in all aspects.

**ARTICLE X
CONTRIBUTION OF PROPERTY AND EQUIPMENT**

All relevant police equipment, materials and supplies of the parties' existing municipal police departments, including, but not limited to, vehicles, weapons, computers, communications equipment, furniture and other personal property (hereinafter "property"), which are useful to the regional operation, has been provided to the Commission. There may be items that remain titled in the name of the Municipalities but shall be transferred to the Commission.

**ARTICLE XI
POLICE HEADQUARTERS AND REAL ESTATE**

SECTION A. Location. The Regional Police headquarters ("Central Headquarters") shall be located within the Police District as determined by the Municipalities and the Commission. At the time of this Agreement it will be 6292 Sullivan Trail, Nazareth, PA 18064.

SECTION B. Agreement to Provide Headquarters. The parties shall lease, purchase, construct or renovate a suitable Central Headquarters for the Commission and Department. The cost type of interest acquired, and name and language of Agreements entered into with third parties shall be determined by unanimous Agreement of all Municipalities. With respect to the type of interest acquired, the following shall apply:

1. **Purchase of Real Estate.** If the Municipalities purchase real estate and construct or renovate the Central Headquarters, then:
 - a. **Ownership.** The Municipalities shall each own an undivided one-third interest in the real estate. The parties hereby waive any right or remedy they have as co-tenants to partition or divide the property, seek equitable or legal rent from each other or assert any similar remedy and in substitution of remedies otherwise available at law or in equity agree that the withdrawal and dissolution provisions of Articles XVII and XVIII shall be their sole and exclusive remedies against each other as co-tenants. The deed under which the Municipalities hold title shall state that the parties' respective interests in the real estate are subject to the terms and conditions of this Agreement. On withdrawal, the withdrawing Municipality shall cease to have any ownership interest or right to use the Central Headquarters and shall deed its interest in the property to the remaining Municipalities. Other terms of withdrawal are set forth in Article XVII. The Municipalities shall not mortgage, pledge or otherwise encumber the real estate or their respective interests in the real estate.
 - b. **Payments.** The original cost to acquire, construct, renovate, or otherwise improve the real estate that will be used as the initial Central Headquarters shall constitute "building costs" as that term is used and defined in Articles V and VI. Each Municipality shall be responsible for paying and providing one third (1/3) of the total project cost for acquisition and

improvement. If any Municipality borrows money to pay its one-third (1/3) share of the cost, the loan or other debt service shall be taken out or incurred only in the name of the Municipality that is incurring the debt. Payment of individual loans or other debt obligations shall be the sole responsibility of the Municipality borrowing funds. The real estate comprising the Central Headquarters shall not be mortgaged or pledged as security for any municipal loan or debt obligation.

2. **Lease Purchase.** If the parties and/or Commission enter into a lease-purchase Agreement for the Central Headquarters, the Municipalities shall be named as and deemed to be equal co-tenants. Payments under the lease-purchase Agreement shall constitute "building costs" as that term is used and defined in Articles V and VI. Each Municipality shall pay and be responsible for one third (1/3) of all payments under the Agreement. If the parties acquire title to the property pursuant to the terms of the lease-purchase Agreement, then the joint ownership provisions of this Agreement shall apply. Any option that may be exercised prior to the end of the term of the lease purchase Agreement shall be exercised only by the unanimous Agreement of the Municipalities. On withdrawal, the withdrawing Municipality's payment obligations will become the obligation and responsibility of the remaining Municipalities. The withdrawing Municipality shall cease to have any interest in the lease purchase Agreement and real estate and shall not be entitled to reimbursement of any monies paid under the lease-purchase Agreement prior to withdrawal.
3. **Lease.** If the Municipalities enter into a lease that does not constitute a lease purchase Agreement, then the lease or rental payments shall constitute "operational costs" as that term is used and defined in Article V. The Municipalities shall be equal co-tenants. On withdrawal, the withdrawing Municipality shall remain responsible for its share of lease or rental payments, in the same portion as its funding assessment (as calculated pursuant to Article V) in the year of withdrawal, for the entire term of the contractual obligation of the lease.

ARTICLE XII POLICE RECORD SYSTEM

Under the direction of the Commission, the Department shall establish and maintain control of a complete and up-to-date uniform police record system.

ARTICLE XIII INSURANCE AND IMMUNITY

SECTION A. Insurance, Waiver of Claims. The Commission shall maintain adequate liability insurance coverage against claims arising out of the activities of the Commission and Department. The Commission and the Municipalities shall be listed as named insured on all liability insurance policies. Each Municipality hereby waives any and all claims and causes of action against the Commission and all other parties to this Agreement including participating Municipalities that may arise out of their police activities or the activities of the Commission and Department. These provisions of this paragraph shall not extend to non-participating

municipalities. The Commission and the Municipalities shall cause any insurance policy providing liability coverage against claims arising out of their police activities to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each party to this Agreement as to any and all causes of action or claims that may arise out of police activities hereunder.

SECTION B. Immunity. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by each Municipality within its boundaries shall extend to its participation and police service outside its boundaries. Similarly, as a matter reciprocal to the responsibilities, duties, authority and jurisdiction delegated under this Agreement, the Commission, the Department and their employees and officers shall have the same immunities from liability, the same limitations on damages, and (the same rights, protections, and benefits as the Municipalities and officers in individual Municipal Police Departments have under all applicable laws.

SECTION C. Proportional Liability. For purposes of liability in actions arising out of regional police services or the activities of the Commission and Department that are not covered by insurance protection, the Municipalities shall be liable in the same proportion as their funding assessment (calculated pursuant to Article V) in the year in which the event giving rise to liability occurred. This provision does not and should not be construed as expanding the liability of the Commission or the Municipalities. All immunities, limitations on liability and damages, protections and defenses under the laws of the United States and of the Commonwealth of Pennsylvania shall apply and are expressly preserved.

ARTICLE XIV JOINDER OF ADDITIONAL MUNICIPALITIES

SECTION A. New Members. Additional Municipalities other than the Original Members may become parties to this Agreement upon application to and acceptance by the Commission, subject to the unanimous approval of the governing bodies of the then participating Municipalities, payment of the admission fee, and formal acceptance by the applicant Municipality of the provisions of this Agreement, as amended, and all other governing documents. The governing bodies of the then participating Municipalities shall have the right to review all applicable administrative/contractual/governing documents, including but not limited to proposed cost formulas and draft member agreements, prior to taking official action to approve or disapprove additional Municipalities becoming parties to this Agreement.

SECTION B. Sale of Police Services. The Commission may permit the purchase of police services by nonparticipating Municipalities, and school districts existing within the jurisdictional limits of the Commission on terms established by the Commission and subject to the final unanimous approval by the governing bodies of the then participating Municipalities. At no time shall the Commission shall sell police services to individuals. The governing bodies of the then participating Municipalities shall have the right to review all applicable administrative/contractual/governing documents, including but not limited to

proposed cost allocations and draft contractual police protection service agreements, prior to taking official action to approve or disapprove the sale of police services.

ARTICLE XV INTERPRETATION OF AGREEMENT

SECTION A. Informal Dispute Resolution. All disputes arising out of interpretation of this Agreement shall be resolved by the Commission by majority vote, and if the dispute is not resolved within thirty (30) days, then by a vote of the Municipalities, each body casting one vote as determined by a majority in each governing body within the next thirty (30) days.

SECTION B. Judicial Dispute Resolution. The above non-binding, internal method of dispute resolution shall be mandatory and shall be deemed a condition precedent before any Municipality may institute a suit or claim in any Pennsylvania court of competent jurisdiction, the right to institute suit being expressly reserved by each party.

SECTION C. Dispute Resolution address in this Agreement. The provisions of this Article shall not apply to the provisions in this Agreement where a specific dispute resolution is addressed.

ARTICLE XVI TERM

The term of this Agreement is deemed to have commenced on April 1, 2014. The term of the Agreement shall thereafter renew automatically from year to year, subject to the withdrawal and dissolution provisions hereof. A vote of two thirds (2/3) of the then participating Municipalities may institute dissolution proceedings, and in the event of dissolution, said two-thirds (2/3) vote shall occur at least one (1) year in advance of the effective date of said dissolution. Each party hereto, by accepting and executing this Charter Agreement, expresses its belief that a regional police department is in the best interest of the member Municipalities.

ARTICLE XVII WITHDRAWAL

SECTION A. Withdrawal. A Municipality may withdraw from the Commission and participation in the Department by giving written notice of its intent to withdraw, by certified mail, return receipt requested, to the Commission and all other parties at least one (1) year prior to December 15 of the year preceding the year in which the withdrawal is to be effective. If notice of a Participant's intent to withdraw is timely sent, such withdrawal shall be effective January 1 of the second following year.

SECTION B. Dissolution. The withdrawal of less than two-thirds (2/3) of the participants at any given effective date shall not work a termination or dissolution of the Commission and Department. In the event that a Municipality withdraws while there are only two (2) municipal participants, the withdrawal shall constitute dissolution.

SECTION C. Payments and Obligations on Withdrawal.

1. **Costs of Withdrawal.** The actual and identifiable costs of withdrawal, including but not limited to appraisal, transfer, and recording costs, which are directly or indirectly attributable to the withdrawal, shall be the responsibility of the withdrawing Municipality. The withdrawing Municipality shall pay or reimburse the costs directly to the Commission or may elect to have the costs deducted from the amount it receives under paragraph 2 below.
2. **Value of Contributed Property.** The withdrawing Municipality shall not receive any value of contributed property to the Commission other than the value set forth in this section.
3. **Real Estate.** If, at the time of withdrawal, the Municipalities jointly own real estate that is used as the Central Headquarters of the Department, the following shall apply:
 - a. **Buy-Out.** The remaining Municipalities shall pay the withdrawing Municipality an amount equal to the lesser of:
 - (1) The withdrawing Municipality's one-third (1/3) share of the original cost (not including loan or debt service transaction costs or subsequent debt service payments) to purchase the real estate and renovate or build the initial Central Headquarters; or
 - (2) One third (1/3) of the fair market value of the real estate at the time of withdrawal. The fair market value shall be determined by having the Municipalities choose a neutral appraiser whose costs shall be shared by the Municipalities. The decision of the neutral appraiser shall be controlling. If the Municipalities cannot agree on a neutral appraiser, then the withdrawing Municipality and the remaining Municipalities shall each choose an appraiser, and the two appraisers shall choose the neutral appraiser.
 - b. **Payments.** Payment shall be made in consecutive, quarterly installments, without interest, over a period determined by the remaining Municipalities not to exceed ten (10) years. Payments shall begin ten (10) years from the date the Central Headquarters was first occupied or six (6) months after withdrawal, whichever is later. In the event of dissolution of the Commission and Department after the withdrawal of a party, payment of any balance due to the withdrawing Municipality shall be made on the same basis as if the withdrawing Municipality were still a participating Municipality at the time of dissolution.
 - c. **Interest in Real Estate.** As of the date of withdrawal, the withdrawing Municipality shall cease to have any interest in the real estate. The withdrawing Municipality shall deed its interest in the real estate to the remaining Municipalities.

4. **Lease Purchase.** The Commission and the Department shall not enter into a lease purchase Agreement without the unanimous consent of all of the Municipalities. If such an Agreement is entered into, the Commission and the Department will address the interest of any withdrawing Municipality at that time.
5. **Lease.** If the Commission and Department are using and occupying the Central Headquarters under a lease entered into by the Commission and/or Municipalities that does not constitute a lease purchase Agreement, then the withdrawing Municipality's interest in the lease and its tenancy and right to use or occupy the real estate shall cease as of the date of withdrawal. However, its obligation to make lease or rental payments under the lease shall continue for term of the lease. The withdrawing Municipality shall not be entitled to be paid or reimbursed for any payments made under the lease prior to withdrawal.

ARTICLE XVIII TERMINATION AND DISSOLUTION

SECTION. A. Termination. Dissolution Vote. After the initial term of this Agreement, any party may institute dissolution proceedings by obtaining a vote of two-thirds (2/3) of the Municipalities who are then parties to this Agreement not less than one year in advance of the effective dissolution date.

SECTION B. Dissolution Procedures. In the event of dissolution, all facilities, real estate, vehicles, equipment, materials, supplies, and other property acquired and accumulated by the Commission and Department, shall be appraised by appraisers appointed by the Commission for purposes of determining the fair market value of such assets. Thereafter, within three (3) months:

1. The Commission shall first pay all lawful debts and obligations incurred during its term of existence, including the costs of dissolution.
2. Any remaining cash and all vehicles equipment, materials, supplies, and other property (except real estate) shall be distributed , in cash or in kind, to the Municipalities in the same proportion as each party's "funding assessment", as that term is defined in subsection (e) below. If an equitable in-kind distribution cannot be agreed upon by the Municipalities, all or any portion of the property shall be liquidated and the proceeds distributed as aforesaid.
3. All real estate owned by the Commission and/or jointly by the Municipalities pursuant to this Agreement shall be sold. The Municipalities shall have one hundred and twenty (120) days in which to reach unanimous Agreement on a purchase by one of them or on the terms of a public or private sale. If no Agreement is reached, then the Commission, acting as the parties' agent, shall sell the real estate in accordance with applicable law. All proceeds of sale shall be distributed to the Municipalities in equal shares.
4. Each Municipality shall be responsible for all remaining debts, obligations and unfunded or contingent liabilities of the Commission and Department in the same proportion as its "funding assessment", as defined in the subsection (e) below.

5. For the purposes of these dissolution procedures, the Municipalities' "funding assessment" shall be determined by averaging the funding assessments calculated under Article V for cost-sharing purposes in the three (3) years immediately preceding the effective date of dissolution.

SECTION C. Cessation of Department and Commission. The Department shall disband and cease operation as of the effective date of dissolution, at which time each Municipality shall be responsible for providing its own police protection. The Commission shall remain in existence until it winds up its affairs and completes the dissolution procedures specified in Section B above.

ARTICLE XIX ADOPTION OF AGREEMENT

SECTION A. Resolution As a requirement to the Adoption of this Agreement, the Municipalities shall adopt a Resolution authorizing acceptance and adoption of this Agreement, each providing for all action necessary for participation in the Commission. Each Municipality has previously advertised and adopted an Ordinance that abolished the police departments that previously existed in each Municipality and authorized participation in the Charter Agreement, dated April 1, 2014.

The Municipalities and the Slate Belt Regional Police Commission recognize that the Act of July 12, 1972, as amended, (53 Pa. C.S.A. § 2301 et seq.), has been amended to allow intergovernmental cooperation agreements to be adopted by Resolution instead of Ordinance. The Municipalities and the Slate Belt Regional Police Department mutually agree that it is in the best interests of the Municipalities and the Slate Belt Regional Police Commission to amend and restate the Charter Agreement, dated April 1, 2014, by way of a Resolution adopted by each of the governing bodies of the individual Municipalities and to repeal the original Ordinance that authorized participation in the Charter Agreement, dated April 1, 2014.

SECTION B. Compliance with Laws. The Resolutions of the Municipalities shall comply with the provisions of and be adopted in accordance with the Act of July 12, 1972, as amended, (53 Pa. C.S.A. § 2301 et seq.), the Second Class Township Code, as amended, and the Borough Code, as amended, or any successor laws of the same.

ARTICLE XX AMENDMENT

This Agreement shall not be amended or modified except by resolution, dated and executed by all of the Parties. Any such amendment shall require at least two thirds (2/3) approval of the Commission and the approval of all three (3) governing bodies of the member Municipalities, except where a unanimous vote or consent is specifically required.

ARTICLE XXI MISCELLANEOUS

SECTION A. Governing Law. This Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania.

SECTION B. Heading. The headings, captions, article numbers and section numbers in this Agreement are for convenience and ease of reference only. They shall not limit or restrict the subject matter that precedes or follows them.

SECTION C. Legal Construction. In the event any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if the invalid or unenforceable provision had not been included.

SECTION D. Execution. This Agreement shall be executed in four (4) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and Agreement. An originally-signed counterpart shall be distributed to the Commission and each party.

SECTION F. Contingency. This Agreement is contingent on each Municipality reaching Agreement with its police union to transfer police services to the Department and Agreement between the Commission and the union representing the officers or the Department which is satisfactory to the Commission. In the event that one or more of the Municipalities cannot reach an Agreement with its respective police bargaining unit to have police services transferred to the Department, this Agreement shall be void.

SECTION G. Definitions.

1. "Participant", "Participating Municipality", "Member", "Party" and "Municipality" shall mean a Municipality now or hereafter a party to this Agreement.
2. "Nonparticipating Municipality" shall mean a Municipality not a party to this Agreement, but which purchases services pursuant to this Agreement.