

PLANNING COMMISSION
Hanover Township Northampton County
3630 JACKSONVILLE ROAD
BETHLEHEM, PA 18017

April 2, 2018

Board of Supervisors
Hanover Township
Northampton County
3630 Jacksonville Road
Bethlehem, PA 18017

Re. Planning Commission Vacancy,

The Planning Commission recommends the appointment of David Orinski, 1199 Blair Road, Bethlehem, PA to fulfil the current vacancy, effective immediately.



Barry Check
Chairman – Planning Commission

3/25/2018

HTCC-

This letter is to inform you that as of May 31, 2018, I will be resigning from the Special Events Committee. The time I spent involved on this committee allowed me the opportunity to further engage in the wonderful Hanover community, meet individuals I would otherwise have not met, and observe dedicated people working to sustain and enhance another great community!

It was a pleasure working with Nichole. Her leadership qualities will continue to strengthen the mission and goals of the community center.

I have come to terms with the never-ending mission of evaluating and modifying my current commitments, which have resulted in the decision to close this chapter of my time with the committee. It's been fun, and thank-you for having me.

Teresa Bogert
1170 Blair Rd
Bethlehem, Pa. 18017
tsbogert@rcn.com

GRIFFIN

INDUSTRIAL REALTY

Griffin Industrial, LLC
204 West Newberry Road
Bloomfield, CT 06002

T: 860-286-7660

F: 860-286-7653

April 3, 2018

www.griffinindustrial.com

Board of Supervisors
Hanover Township
3630 Jacksonville Road
Bethlehem, PA 18017-9302

Re: 5210 and 5220 Jaindl Blvd
HCC2 Lot 10 Land Development Improvements

To Whom It May Concern:

Please accept this request for an extension of time to complete the Land Development Improvements at 5210 and 5220 Jaindl Blvd (HCC2 Lot 10). We are requesting an extension of 180 days to complete all approved work.

Please call should you have any questions concerning this correspondence (860) 243-4011.

Sincerely,



Scott Bosco
Vice President
GLNCM, LLC



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

941 Marcon Boulevard
Suite 801
Allentown, PA 18109
T: 610.868.4201
F: 610.264.4672
www.maserconsulting.com

March 22, 2018

Mr. John Finnigan, Jr.
Township Manager
Hanover Township
3630 Jacksonville Road
Bethlehem, PA 18017

Re: SWB&R Associates
3865 Adler Place, Hanover Township
MC Project No. 13000475A

Dear Mr. Finnigan:

The recording deadline for the SWB&R Building Addition Land Development expires on April 20, 2018. Our client has been attempting to secure a tenant for their building, but to date has been unsuccessful. The plans will be recorded as soon as a tenant is found. This letter serves as a request for a twelve-month extension granting the Township deadline for recording to April 20, 2019.

If you have any questions, please do not hesitate to contact me at (610) 868-4201 or roseberry@maserconsulting.com.

Very truly yours,

MASER CONSULTING P.A.

A handwritten signature in black ink, appearing to read "C. Roseberry", written over a horizontal line.

C. Richard Roseberry PE, AICP
Principal Associate/LEED Green Associate

CRR/djl

\\becad\projects\2013\13000475a\correspondence\out\180322_crr_townext.docx

ORDINANCE NO. 18 - 3

AN ORDINANCE OF THE TOWNSHIP OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA AUTHORIZING THE INTERGOVERNMENTAL COOPERATION WITH THE TOWNSHIP OF LOWER NAZARETH, COUNTY OF NORTHAMPTON, AND THE BOROUGH OF BATH, NORTHAMPTON COUNTY, IN ENTERING INTO AN AGREEMENT WITH TOWNSHIP OF LOWER NAZARETH, COUNTY OF NORTHAMPTON, AND THE BOROUGH OF BATH, NORTHAMPTON COUNTY, REGARDING THE COLONIAL REGIONAL POLICE COMMISSION AND THE EXECUTION OF A SETTLEMENT AGREEMENT

NOW, THEREFORE, be it enacted and ordained by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania and the same is hereby ordained and enacted as follows, to wit:

SECTION 1. The Board of Supervisors at Hanover Township, Northampton County, Pennsylvania, under powers vested in it by the "Second Class Township Code" and the authority and procedures of the "Intergovernmental Cooperation Law", as amended, as well as other laws of the Commonwealth of Pennsylvania, do hereby enact and ordain the following:

SECTION 2. The Chairman and Secretary of the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania are hereby authorized and directed to execute a Settlement Agreement for the Colonial Regional Police Commission between Hanover Township, Northampton County, Lower Nazareth Township, Northampton County and the Borough of Bath, Northampton County ("Settlement Agreement").

SECTION 3. The specific terms of the Settlement Agreement are contained within the Settlement Agreement attached hereto as *EXHIBIT "A"* and incorporated herein by reference.

SECTION 4. Hanover Township shall cooperate with Lower Nazareth Township and the Borough of Bath to accomplish the conditions of the Settlement Agreement.

SECTION 5. All provisions of Township of Hanover ordinances and resolutions and parts thereof that were adopted prior to this Ordinance and that are in conflict with this Ordinance are hereby amended by this Ordinance.

ENACTED AND ORDAINED at a regular meeting of the Board of Commissioners of the Township of Hanover, County of Northampton on this ____ day of _____, 2018.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
John J. Finnigan, Jr.,
Township Manager

By: _____
John N. Diacogiannis, Chairman
Board of Supervisors

SETTLEMENT AGREEMENT

This Settlement Agreement (this "Agreement") made as of April ___, 2018, by and among BATH BOROUGH ("Bath"), HANOVER TOWNSHIP ("Hanover"), LOWER NAZARETH TOWNSHIP ("Lower Nazareth"), and the COLONIAL REGIONAL POLICE COMMISSION ("CRPC").

RECITALS

WHEREAS, Bath is a political subdivision of the Commonwealth of Pennsylvania, situated in Northampton County, Pennsylvania, with an office address of 215 East Main Street, Suite 1, Bath, PA 18014; and

WHEREAS, Hanover is a political subdivision of the Commonwealth of Pennsylvania, situated in Northampton County, Pennsylvania, with an office address of 3630 Jacksonville Rd., Bethlehem, PA 18017; and

WHEREAS, Lower Nazareth is a political subdivision of the Commonwealth of Pennsylvania, situated in Northampton County, Pennsylvania, with an office address of 623 Municipal Drive, Nazareth, PA 18064; and

WHEREAS, Bath, Hanover and Lower Nazareth collectively created CRPC and its Colonial Regional Police Department pursuant to Articles of Agreement made May 10, 1995, amended December 7, 1998; and

WHEREAS, Bath, Hanover and Lower Nazareth updated and revised the Articles of Agreement made May 10, 1995, amended December 7, 1998, via the Amended Articles of Agreement made March 12, 2013 (the "Articles"); and

WHEREAS, the Articles replaced the Articles of Agreement made May 10, 1995, amended December 7, 1998, and the Articles of Agreement made May 10, 1995, amended December 7, 1998, have no further force or effect; and

EXHIBIT "A"

WHEREAS, CRPC owns, governs and operates the Colonial Regional Police Department (“CRPD”) pursuant to the Articles; and

WHEREAS, CRPC and its CRPD are located at 248 Brodhead Rd., Bethlehem, PA 18017; and

WHEREAS, Bath, Hanover and Lower Nazareth are members of CRPC pursuant to the Articles; and

WHEREAS, pursuant to Article XII, Section A of the Articles, Bath timely provided written notice of Bath’s intent to withdraw its membership in CRPC effective as of January 1, 2019, in accordance with the Articles; and

WHEREAS, with respect to Bath’s withdrawal from CRPC via the Articles, there are unknowns including, but not limited to, liabilities and expenses; and

WHEREAS, because of the unknowns, the parties hereto desire Bath’s withdrawal from CRPC effective at midnight, June 30, 2018, and the parties hereto desire to amicably resolve the unknowns with respect to Bath’s withdrawal pursuant to the terms and conditions hereunder.

NOW, THEREFORE, the parties hereto, for the mutual promises herein, and with the express intent to be legally bound, do hereby agree as follows:

1. Bath shall cease to be a member of CRPC at 12:00 AM on July 1, 2018, six (6) months earlier than is contemplated by the Articles.
2. Effective at 12:00 AM on July 1, 2018, CRPC shall have no further obligation to provide police service to the residents of Bath, except as set forth below.

3. CRPD shall turn over to the District Attorney of Northampton County all criminal investigations arising within Bath's geographical limits that have not resulted in the filing of criminal charges on or before June 30, 2018¹. For criminal cases arising in Bath's geographical limits filed by CRPD in court on or before June 30, 2018, CRPD shall provide contract police services to Bath at the rate of Ninety-Two and 26/100 (\$92.26) Dollars per hour (time spent shall be assessed in accordance with the current Collective Bargaining Agreement) pursuant to the terms of an agreement between Bath and CRPC for police services (the "Police Services Agreement"). The Police Services Agreement is attached hereto as Exhibit "A" and made a part hereof. After Bath, Hanover, Lower Nazareth and CRPC sign this Agreement and very promptly after the Colonial Regional Police Association signs the Memorandum of Understanding referenced in paragraph 6 below, Bath and CRPC shall sign the Police Services Agreement.

4. Even though CRPC shall no longer provide police coverage to Bath effective July 1, 2018, except for the above, Bath will pay \$242,714.88 to CRPC in six (6) monthly installments in the amount of \$40,452.48² payable on the 10th of each of the 6 months with the first payment due July 10, 2018, plus the cost of contract police services for the contract police services per paragraph 3 above. Upon acceptance of the terms of this proposal, the aforesaid payments shall be the only financial obligations of Bath remaining regarding Bath's involvement in the CRPC or as a participant in the Articles, with all other obligations assumed by Hanover and Lower Nazareth. CRPC will not be liable to Bath for distribution of Bath's proportionate share of the fair market value of the assets of CRPC.

5. Effective July 1, 2018, Bath shall neither be a party to the Articles nor subject to the Articles for any purpose, rendering the Articles, as to Bath, null and void.

¹ The foregoing sentence is contingent upon the District Attorney of Northampton County's acceptance of the foregoing investigations. In the event the District Attorney of Northampton County does not accept the foregoing investigations, CRPC shall provide contract police services to Bath for the foregoing investigations and criminal charges arising therefrom (if any) at the rate of Ninety-Two and 26/100 (\$92.26) Dollars per hour (time spent shall be assessed in accordance with the current Collective Bargaining Agreement) pursuant to the Police Services Agreement.

² Please note that this figure (\$40,452.48) is calculated at the rate of \$35,176.07 a month plus fifteen (15%) percent to cover any contingencies, unknown liabilities, and expenses incident to transition.

6. This Agreement is contingent upon Bath, CRPC and Colonial Regional Police Association signing the form Memorandum of Understanding attached hereto as Exhibit "B" and made a part hereof.

7. Bath shall not be liable for any costs, obligations or liabilities of CRPC whatsoever, including, but not limited to, CRPC's attorneys' fees and costs, arising on or after July 1, 2018.

8. Bath shall not be liable for any costs, obligations or liabilities of Hanover whatsoever related to CRPC, including, but not limited to, Hanover Township's attorneys' fees and costs.

9. Bath shall not be liable for any costs, obligations or liabilities of Lower Nazareth whatsoever related to CRPC, including, but not limited to, Lower Nazareth's attorneys' fees and costs.

10. **Notice.** All notices required by or relating to this Agreement shall be in writing and shall be delivered by (i) commercial carrier with proof of delivery, (ii) mailed United States registered or certified mail, return receipt requested, postage prepaid, or (iii) mailed United States mail, postage prepaid with a certificate of mailing, to the other respective party at said party's address set forth herein, or at such other address as a party shall designate by written notice pursuant to this Paragraph 10 to the other parties. All notices required by or relating to this Agreement shall be effective when delivered pursuant to this Paragraph 10 or when placed in the mail with proof via certificate of mailing pursuant to this Paragraph 10.

11. **No Admissions of Fault, Liability or Wrongdoing.** This Agreement is entered into and the terms and conditions hereof are agreed to by the parties hereto without any party conceding that the positions previously asserted by each in this controversy are correct or incorrect as a matter of law.

12. **Enforcement of Rights.** In the event a party hereto fails to perform any of his, her or its obligations hereunder, the aggrieved party shall have the right to enforce this Agreement by an action in law or in equity (including a suit for specific performance) without thereby waiving the right to also recover damages caused by another party's breach of any of his, her or its obligations under this Agreement. In the event that a party hereto institutes a legal proceeding

against a party hereto to enforce the obligations arising hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees (including those incurred on appeal) and costs.

13. **Rule of Construction.** The parties acknowledge this Agreement was initially prepared by Bath solely as a convenience and that the parties hereto (and their counsel, as applicable) have read and fully negotiated the language used in this Agreement. The parties hereto acknowledge that because the parties hereto (and their counsel, as applicable) participated in negotiating and drafting this Agreement, no rule of construction shall apply to this Agreement which construes ambiguous or unclear language in favor of or against either party.

14. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto, and there are no other understandings, representations or warranties, oral or written, relating to the subject matter hereof which are not set forth herein. This Agreement may only be amended by written consent of all parties to this Agreement.

15. **Choice of Law; Choice of Venue.** This Agreement shall be deemed to have been executed and delivered within the Commonwealth of Pennsylvania, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Pennsylvania without regard to principles of conflict of laws. The parties hereto agree that the venue for any disputes arising from this Agreement shall be the Northampton County Court of Common Pleas or its successor.

16. **Counterparts; Binding Effect.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties hereto. Further, this Agreement shall be binding upon and inure to the benefit of successors of the respective parties. A facsimile copy of an executed counterpart shall serve as an original copy of the counterpart.

17. **Recitals.** The Recitals form a material part of this Agreement and are incorporated herein by reference.

The parties hereto have set their hands and seals the day and year first above written.

Witness:

BATH BOROUGH

Bradford T. Flynn, Bath Manager

Mark Saginario, President

Witness:

HANOVER TOWNSHIP

Elizabeth D. Ritter, Township Secretary

Michael J. Prendeville, Vice Chairman

Witness:

LOWER NAZARETH TOWNSHIP

Tammi M. Dravec, Township Secretary

James S. Pennington, Chairman

Witness:

COLONIAL REGIONAL POLICE
COMMISSION

Michele Ehrgott, Secretary

John N. Diacogiannis, Chairman

ORDINANCE NO. 18 - 4

AN ORDINANCE OF THE TOWNSHIP OF HANOVER, NORTHAMPTON COUNTY, PENNSYLVANIA AUTHORIZING THE INTERGOVERNMENTAL COOPERATION WITH THE TOWNSHIP OF LOWER NAZARETH, COUNTY OF NORTHAMPTON IN ENTERING INTO AN AGREEMENT WITH TOWNSHIP OF LOWER NAZARETH, COUNTY OF NORTHAMPTON REGARDING THE COLONIAL REGIONAL POLICE COMMISSION AND THE EXECUTION OF AMENDED ARTICLES OF AGREEMENT

NOW, THEREFORE, be it enacted and ordained by the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania and the same is hereby ordained and enacted as follows, to wit:

SECTION 1. The Board of Supervisors at Hanover Township, Northampton County, Pennsylvania, under powers vested in it by the "Second Class Township Code" and the authority and procedures of the "Intergovernmental Cooperation Law", as amended, as well as other laws of the Commonwealth of Pennsylvania, do hereby enact and ordain the following:

SECTION 2. The Chairman and Secretary of the Board of Supervisors of Hanover Township, Northampton County, Pennsylvania are hereby authorized and directed to execute Amended Articles of Agreement for the Colonial Regional Police Commission between Hanover Township, Northampton County and Lower Nazareth Township, Northampton County ("Amended Articles of Agreement").

SECTION 3. The specific terms of the Amended Articles of Agreement including those required by 53 P. C.S.A. 2307 are contained within the Amended Articles of Agreement attached hereto as *EXHIBIT "A"* and incorporated herein by reference.

SECTION 4. Hanover Township shall cooperate with Lower Nazareth Township to accomplish the conditions of the Amended Articles of Agreement.

SECTION 5. All provisions of Township of Hanover ordinances and resolutions and parts thereof that were adopted prior to this Ordinance and that are in conflict with this Ordinance are hereby amended by this Ordinance.

ENACTED AND ORDAINED at a regular meeting of the Board of Commissioners of the Township of Hanover, County of Northampton on this ____ day of _____, 2018.

ATTEST:

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY,
PENNSYLVANIA

By: _____
John J. Finnigan, Jr.
Township Manager

By: _____
John N. Diacogiannis, Chairman
Board of Supervisors

COLONIAL REGIONAL POLICE DEPARTMENT

AMENDED ARTICLES OF AGREEMENT

HANOVER TOWNSHIP - LOWER NAZARETH TOWNSHIP

THESE ARTICLES OF AGREEMENT made this _____ day of _____, 2018, by and between HANOVER TOWNSHIP (NORTHAMPTON COUNTY) and LOWER NAZARETH TOWNSHIP, political subdivisions of the Commonwealth of Pennsylvania, situate in Northampton County, hereafter referred to as the "Municipalities", and the COLONIAL REGIONAL POLICE DEPARTMENT, a Regional Police Department organized and existing pursuant to the certain Articles of Agreement dated May 10, 1995.

WITNESSETH:

WHEREAS, the Municipalities along with Bath Borough had collectively created the Colonial Regional Police Department and the Colonial Regional Police Commission pursuant to certain Articles of Agreement dated May 10, 1995; and

WHEREAS, the power to create such 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 P.S. 481, et seq.); and

WHEREAS, Bath Borough has elected to withdraw its participation in the Colonial Regional Police Department and Colonial Regional Police Commission; and

Draft 2/22/18

EXHIBIT A

WHEREAS, the Municipalities and the Colonial Regional Police Commission believe that it is in the best interests of the Colonial Regional Police Commission and the Colonial Regional Police Department to update and revise the aforesaid Articles of Agreement dated May 10, 1995; 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 be improved and continue to 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 Articles of 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 desire to continue to associate themselves in the Regional Police Department known as the Colonial Regional Police Department.

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

**ARTICLE I
POLICE DISTRICT BOUNDARIES**

Section A. All mutual municipal boundaries in the Municipalities shall be obliterated for the purposes of police service so that a single police district comprising the total geographic area of Hanover Township (Northampton County) and Lower Nazareth Township is established, hereafter to be known as the Colonial Regional Police District.

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

Section C. The Municipalities shall retain concurrent police power jurisdiction to enable each to enforce its own municipal ordinances in the manner and through the means each deems appropriate.

**ARTICLE II
JOINT REGIONAL POLICE COMMISSION**

Section A. The Colonial Regional Police Department ("CRPD") shall be under the general supervision of a joint Board to be known as the Colonial Regional Police Commission ("CRPC") consisting of one (1) representative from each Municipality party to this Agreement. Each member Municipality shall also

appoint one (1) alternate who may attend meeting and participate as a representative when so designated by its representative. An alternate shall not have the right to vote unless the representative is absent.

In the event additional Municipalities join the CRPC, each such Municipality shall have a membership in the CRPC as the Municipalities shall designate and agree. Municipalities seeking membership in the CRPC must receive an affirmative unanimous vote of the existing members governing body. The terms and conditions of joinder shall be approved by an affirmative vote of the governing bodies of all then current member Municipalities.

Section B. The representative may be one (1) of the Township Supervisors or the Township Manager. Alternates shall be an elected Supervisor or Manager of the Municipality. In the event that a representative or alternate ceases being an elected official or Manager, he or she shall simultaneously cease being a representative or alternate on the CRPC. The Manager shall have all of the rights and responsibilities of an elected official.

Section C. The governing body of each member Municipality shall appoint the representative and one (1) alternate to the CRPC. The terms of office shall commence on the date of appointment, which shall be made by the Municipalities as they see fit. In the absence of the voting delegate, the alternate delegate assumes all rights and responsibilities.

Section D. The officers of the CRPC shall be Chair, Secretary and Treasurer, and such other officers as the CRPC may deem necessary and appropriate. Officers shall be duly elected by the CRPC representatives at the annual CRPC reorganization meeting or at other times throughout the year if the need arises. Duties of the officers shall be as prescribed by Roberts Rules of Order, Revised. No single individual, regardless of their position on the Commission, shall have the authority to make policy decisions, authorize expenditures or direct any employee of the CRPD to perform a task without consensus from the CRPC. All policy decisions and expenditures shall be approved by the collective body (CRPC). Operational employee directives shall come from within the management structure of the Police Department. The Commission as a whole shall provide directives to the Chief of Police or the ranking officer in charge, as needed.

ARTICLE III MEETINGS

Section A. The CRPC shall meet at 7:00 P.M. on the fourth Monday of each month, or any other mutually agreeable date as set by the Colonial Regional Police Commission for the purpose of conducting the business of the Board, and in the event that such day is a legal holiday under the Laws of the Commonwealth, on the next succeeding secular day not a legal holiday under the Laws of the

Commonwealth, or at such other time as may be determined by a motion of the CRPC.

The first meeting each year shall be the annual reorganization meeting for the purpose of electing officers for a one (1) year term and otherwise conducting annual reorganization business.

Section B. Special or rescheduled regular meetings of the CRPC may be scheduled by appropriate resolution of the Board fixing the date, time, and place of such meeting. Special or rescheduled meetings may be called by the Chair and shall be called at the written request of any member of the CRPC. The call and the request, if any, shall state the purpose of the meeting. Written notice of each such special or rescheduled meeting shall be given at least one (1) day prior to the day named for the meeting to each member of the CRPC who does not waive such notice in writing.

Section C. All members of the CRPC 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 Board provided, however, that any vote pertaining to the expenditure of CRPC funds shall require a majority of the members of the CRPC to constitute action of the Board. Voting on all questions shall be taken by a show of hands or voice vote provided, however, that the Chair may on his/her own motion or shall, at the

request of any member, cause a vote to be taken by roll call. The parliamentary procedure of the CRPC shall be governed by Roberts Rules of Order, Revised.

Section D. The CRPC shall maintain an accurate record of the minutes of meetings, regular or special, and such other records as it deems necessary and appropriate. Such minutes and records shall be open subject to the Pennsylvania Open Records Law.

ARTICLE IV APPORTIONMENT FORMULA

Section A. All costs for CRPD police service including, without limitation, employee payroll and benefits and vehicle and headquarter operating expenses, shall be apportioned to each Municipality using a weighted formula based upon assessed property valuation thirty (30%) percent, municipal population thirty (30%) percent and number of incidents forty (40%) percent. The apportionments shall be determined on an annual basis based upon the following:

Assessed Property Valuations: Shall be as determined by the certified figure provided to each Municipality by the County of Northampton as of June 30. The Assessed Property Valuation shall be established each year by taking an average of the previous three (3) years. Each succeeding year, the figure shall be the average of the previous three (3) years.

Incidents: The incident value shall be that number tabulated and reported in the Department prepared annual report for the three (3) previous years average as of June 30th. An incident, for the purpose of this Agreement, shall be defined as any action of a department officer as a result of a radio communication, telephonic communication, personal contact or self-initiated action that results in a written department report. Members shall be able to reconcile the incident rate against department police report tabulations. It is the intention of the Municipalities that Incidents, as defined by this Agreement, shall fairly reflect the amount of police activity necessary in each Municipality to adequately provide the police services required by this Agreement.

Population: Population value shall be established annually by utilizing the decennial census in the post census year and in interim years utilizing a formula which incorporates new housing units and average population rates for those units based on a three (3) year rolling average as of June 30th. Each member Municipality shall provide to the CRPC a report of all new residential housing construction, by type, from the previous calendar year, subject to verification from the Northampton County Assessor's Office. Only those units issued a Certificate of Occupancy shall be counted for that year. Appendix "A" of this Agreement shall be utilized to calculate the interim population increases over the decennial census

as published by the Federal Department of Labor and Statistics. Housing unit reporting to the CRPC by the Municipalities shall be in a format consistent with the table found in Appendix "A". The population value used shall be from the previous full calendar year from the year the budget is being prepared.

Section B. Any new member joining CRPC shall be required to pay to the CRPC and any current member Municipality an admissions fee in the amount determined by the member Municipalities. Said amount must be paid by a new member before its membership becomes effective.

ARTICLE V FINANCE

Section A. The CRPC shall appoint a Financial Administrator on an annual basis who is not an elected or appointed representative of a CRPC Member. The finances of the CRPD shall be administered by a Financial Administrator who shall report directly to the CRPC on financial matters only. On all other matters, the Financial Administrator shall be under the direct supervision of the Police Chief. It is contemplated that the Financial Administrator shall have clerical and/or administrative duties in addition to those as Financial Administrator.

Section B. The CRPC shall prepare and approve by a majority vote an annual budget by November 15th of each year. A preliminary budget shall be

submitted to the member Municipalities no later than September 1st. Any member Municipality that votes no for a proposed budget shall be deemed to have submitted their letter of withdrawal from the CRPC pursuant to ARTICLE XII Section A effective January 1st of the year following the year for which it did not approve the budget. Each Municipality party to this Agreement shall release to the Financial Administrator proportionate shares of the annual budget appropriations monthly on the last day of each month, with the first bill dated November 30th and due and payable on or before December 31st.

Section C. All monies of the CRPC, from whatever source derived, shall be paid to the Financial Administrator of the CRPC as designated by the CRPC. Said monies shall be deposited by the Financial Administrator in a special account in an FDIC insured depository located in any of the participating Municipalities. The account, to the extent the same is not insured, shall be continuously secured by a pledge of direct obligation of the United States of America or of the Commonwealth of Pennsylvania, or of the Municipalities creating the CRPC, 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 Financial Administrator of the CRPC and one (1) member of the CRPC. The Financial Administrator of the CRPC shall give bond in such sum as approved by the CRPC, and the premiums shall be paid by the CRPC.

Section D. The CRPC shall file an annual written report with the Municipalities by June 30th of each year. The report shall, at a minimum, set forth the number and types of incidents and any trends relating thereto, recommendations as to improving police service, and proposed capital improvement and expenditures for subsequent years. The CRPC shall have its books, accounts, and records audited annually by a Certified Public Accountant and a copy of the audit report shall be attached to, and be made a part of, the aforesaid annual report. Municipalities shall be authorized from time to time to examine the records of the CRPC, including its receipts, disbursements, sinking funds, investments and any other records as allowed by law, relating to the operation of the Department.

ARTICLE VI JURISDICTION AND POWER

Section A. The CRPC shall provide supervision and direction of all the police activities of the CRPD, and shall provide police services as required in each participating Municipality, which may include, without limitation, investigation of all crimes and complaints within the Municipalities and all other services normally provided by a municipal police agency and permitted by applicable law.

Section B. In addition to the foregoing, the CRPC shall have the following express authority:

- (i) Lease, sell and purchase real estate;
- (ii) Borrow monies;
- (iii) Lease, sell and purchase personal property (weapons, vehicles, etc.);
- (iv) Enter into collective bargaining agreements;
- (v) Enter into contracts for the purchase of goods and services;
- (vi) Hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
- (vii) Establish and maintain bank accounts and other financial accounts;
- (viii) Invest monies;
- (ix) Serve as a hearing board for employee grievances;
- (x) Establish and fund employee benefit programs, including a pension fund; and,
- (xi) Delegate any of its powers, express or implied, to the Chief of Police or his/her next in command, in the discretion of the CRPC.

Items (i) and (ii) under this section require a unanimous vote from the CRPC and ratification from the Municipalities elected bodies subject to this Agreement. All other items under this section only require a majority vote of the CRPC.

Section C. The CRPD police officers and civilian personnel shall be under the direct supervision of a Police Chief who shall report to the CRPC.

Section D. The CRPC, as an independent legal entity created pursuant to Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, shall not be governed by Borough or Township Codes. The CRPC may, however, look to such codes, including the Police Tenure Act, for guidance in the administration of the CRPD; however, in doing so, the CRPC shall not be deemed

to have adopted or become bound by said laws by implication or past practice. The CRPC shall be bound by the provisions of the Local Agency Law, 2 Pa. C.S.A. 101, et seq.

Section E. The CRPC shall have, in addition to the express authority stated, the authority necessarily implied and incidental to carrying out its purpose in providing police protection to the CRPD.

ARTICLE VII PENSION FUND

Section A. The CRPC has established a pension plan for its officers. An officer shall be deemed vested in the CRPC pension plan when his years of service with the CRPD equals or exceeds the years required for vesting in the CRPC pension plan and the combined years of prior service from the Borough of Bath or the Borough of Nazareth shall be used to determine benefit accrual. Upon establishment of the CRPC pension plan, no contributions shall be made to any member Municipality's police pension fund by the CRPC.

The CRPC shall assume full responsibility for the accrued pension liability attributable to its officers as a result of their service with the Police Department of a member Municipality who, as of June 30, 1995, had been police officers employed by a member Municipality. The CRPC shall indemnify and hold member Municipalities harmless from and all claims made against them by any police

officers, their heirs, executors, and administrators, including payment of counsel fees and costs based upon said accrued pension liability.

In the event of the dissolution of the CRPC or the withdrawal of any member Municipality, any member Municipality hiring any CRPC police officers shall assume the accrued pension liability attributable to such officers and the CRPC shall turn over to that Municipality from the CRPC pension fund a sum sufficient to fund the assumed liability and said sum shall be used to fund the assumed liability and for no other purpose. Upon the assumption of accrued pension liability, the member Municipality shall indemnify and hold the CRPC harmless from any and all claims made against it by any police officers, their heirs, executors and administrators, including payment of counsel fees and costs of suit, based upon said accrued pension liability.

ARTICLE VIII POLICE HEADQUARTERS

Section A. The Central Police Headquarters for the CRPC shall be located in 248 Brodhead Road, Suite 1, Hanover Township, Northampton County, Pennsylvania. The rental costs will be agreed to between the owners of 248 Brodhead Road and the CRPC. The Central Police Headquarters may be relocated from time to time by proper action of the CRPC.

**ARTICLE IX
POLICE RECORD SYSTEMS**

Section A. The Financial Administrator shall be responsible for and render a complete accounting to the CRPC on a monthly basis. Responsibility can be delegated.

**ARTICLE X
IMMUNITY AND CLAIMS**

Section A. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the participating Municipalities within its boundaries shall extend to its participation in police service outside its boundaries.

Section B. CRPC shall maintain adequate liability insurance coverage against claims arising out of its police activities. Each party to this Agreement and CRPC agree to cause any insurance policy providing liability coverage against claims arising out of its police activities, and in the case of the Municipalities participating hereunder whether within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right to subrogation against each party to this Agreement as to any and all causes of action or claims against all other participating Municipalities hereto which may arise out of police activities hereunder.

Section C. For purposes of liability in actions arising out of regional police services, to the extent any such claims are not covered by liability insurance, all participating Municipalities shall be liable in the same proportion as they are for the expenses of the participating Municipalities as set forth above in Article IV, Section A.

ARTICLE XI JOINER OF ADDITIONAL MUNICIPALITIES

Section A. Additional municipalities may become party to this Agreement upon application to the CRPC, approval of all member Municipalities, and upon acceptance of this Agreement by the applicant municipality governing body, including payment of the admission fee required under Article IV, Section B.

Section B. The CRPC may permit the purchase of services by non-member municipalities on terms mutually agreed upon between the CRPC and such non-member municipalities. Any contract for services approval shall come from the member governing bodies and shall be by unanimous vote of the member Municipalities.

ARTICLE XII WITHDRAWAL OF MEMBER

Section A. A member Municipality may withdraw from participation in the CRPC, provided that written notice of intent to withdraw is sent by certified mail, return receipt requested, to the CRPC at least one (1) year prior to the December

fifteenth (15th) of the year preceding the year in which such withdrawal is to be effective. Withdrawal from participation in the CRPC may also come from actions taken at the budget approval process as indicated in ARTICLE V, Section B. A member Municipality is free to rescind its notice of intention to withdraw, provided that such rescission is in writing and sent by certified mail, return receipt requested, to the CRPC at least 180 calendar days prior to the effective date of the withdrawal. Failure of a withdrawing Municipality to send said notice of rescission shall be deemed conclusive of the withdrawing Municipality's withdrawal from the CRPC effective as of the date set forth above. Reinstatement is not guaranteed. Acceptance of the rescission and ultimate reinstatement of member status is subject to the approval of the governing bodies of the remaining parties of the Commission subsequent to the original notice of intent to withdraw. In order to be reinstated, all of the governing bodies of the remaining parties of the Commission shall approve the reinstatement.

Section B. The withdrawal of a member shall constitute dissolution of the CRPC or the CRPD.

ARTICLE XIII TERM AND DISSOLUTION

Section A. The term of this Agreement is deemed to have commenced on April 1, 1995. The term shall renew automatically from year to year thereafter,

subject to the withdrawal and dissolution provisions hereof. Each party hereto, by accepting and executing these Articles of Agreement, expresses its belief that a Regional Police Department is in the best interest of the member Municipalities.

Section B. In the event of dissolution of the CRPC, all real estate, vehicles, equipment, materials, and supplies retained by the CRPC shall be appraised by appraisers appointed by the CRPC for the purpose of determining fair market value. The CRPC shall pay all lawful debts and obligations incurred during its term of existence. The remaining cash, vehicles, equipment, materials, and supplies, if any, shall be distributed to the Municipalities in the same proportion as the funding assessments for the then-current fiscal year. In the event that an equitable distribution cannot be agreed upon by the CRPC, the vehicles, equipment, materials, and supplies shall be sold and the proceeds distributed in the foregoing proportions.

Section C. Any real estate and improvements owned by the CRPC shall be sold in the event of a dissolution. Notice of the intention to sell real estate shall be given to the Municipalities by certified mail. The Municipalities shall have the right to submit written bids on any such property with the highest bidder being entitled to purchase, provided that the bid price is at least eighty (80%) percent of the fair market value of the property as established by a competent real estate appraiser selected by the CRPC. If no qualified bids are received within thirty (30)

days of notice of sale being given by the CRPC, then the property shall be placed for sale by public or private sale as the CRPC may determine. All proceeds of sale shall be disbursed to members in accordance with Section B above.

Section D. Each Municipality shall be responsible for any unfunded or contingent liability of the CRPD or CRPC in the same proportion as the funding assessments for the then-current fiscal year.

ARTICLE XIV INTERPRETATION OF AGREEMENT/DEADLOCK RESOLUTION

Section A. All disputes arising out of interpretation of this Agreement shall be resolved by unanimous consent of the member Municipalities of the CRPC. Except for the establishment and passage of the annual budget, which shall require unanimous consent of the member Municipalities, in the event of a "Deadlock" (as defined below) among the member Municipalities, the member Municipalities shall exercise their best effort to resolve Deadlock through negotiation. For purposes of this Deadlock Resolution provision, "Deadlock" shall mean that, following a good faith effort at negotiations, the member Municipalities remain Deadlocked in the determination of a material matter, which Deadlock of such material matter may cause irreparable injury to the CRPC and CRPD and threatens the ability of the CRPC and CRPD to perform essential functions of providing law enforcement services. If the Deadlock remains unbroken for a

period of ten (10) days, then in such event, the material matters which are Deadlocked shall be referred to the Provisional Member who shall act as tiebreaker until such time as the Deadlock is resolved.

Section B. Solely for the purposes set forth in Section A above, the member Municipalities shall select a "Provisional Member" at its annual reorganization meeting or as shortly thereafter as possible. In the event that the member Municipalities are unable to agree upon a Provisional Member by January 31st of any year, then the parties shall request in writing that the President Judge of the Court of Common Pleas of Northampton County appoint the Provisional Member for that current year. The Provisional Member shall act only for the purpose of breaking any Deadlock (as defined above) and shall not be deemed a member for any other purpose. The Provisional Member shall be compensated for their time spent performing their duties as the Provisional Member.

ARTICLE XVI AMENDMENT AND EXECUTION

Section A. This Agreement shall be subject to amendment and/or modification only by written documents, requiring the consent of all parties to this Agreement.

Section B. These Articles of Agreement may be executed in any number of

counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and Agreement.

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

Attest:

**HANOVER TOWNSHIP,
NORTHAMPTON COUNTY**

**Elizabeth D. Ritter, Secretary
Board of Supervisors**

By: _____
**John N. Diacogiannis, Chair
Board of Supervisors**

Attest:

**LOWER NAZARETH TOWNSHIP,
NORTHAMPTON COUNTY**

**Tammi Dravec, Secretary
Board of Supervisors**

By: _____
**James S. Pennington, Chair
Board of Supervisors**

APPENDIX 'A'

The following population per dwelling unit characteristics are based on a study titled "Residential Demographic Multipliers – Estimates of the Occupants of New Housing for Pennsylvania", prepared by Rutgers University, Center for Urban Policy Research, dated June 2006.

Single Family Detached Dwellings

	<u>No Age Limits</u>	<u>Age Restricted*</u>
Single Family Detached 2 Bedroom All Values	2.17 persons	1.41 persons
Single Family Detached 3 Bedroom All Values	2.95 persons	1.92 persons
Single Family Detached 4 Bedroom All Values	3.59 persons	2.33 persons
Single Family Detached 5 Bedroom All Values	4.25 persons	2.76 persons

Single Family Attached Dwellings/Townhomes, Twins & Similar

	<u>No Age Limits</u>	<u>Age Restricted*</u>
Single Family Detached 2 Bedroom All Values	1.86 Persons	1.21 persons
Single Family Detached 3 Bedroom All Values	2.47 persons	1.61 persons
Single Family Detached 4 Bedroom All Values	3.67 persons	2.39 persons

Apartment/Multiple Family type units either rental or condominium & similar

	<u>No Age Limits</u>	<u>Age Restricted*</u>
Apartment/Multiple Family 1 Bedroom All Values	1.63 persons	1.06 persons
Apartment/Multiple Family 2 Bedroom All Values	1.97 persons	1.28 persons
Apartment/Multiple Family 3 Bedroom All Values	2.76 persons	1.79 persons

Mobile/Manufactured Home

	<u>No Age Limits</u>	<u>Age Restricted*</u>
Mobile/Manufactured Home 2 Bedroom All Values	2.00 person	1.30 persons
Mobile/Manufactured Home 3 Bedroom All Values	2.82 person	1.83 persons
Mobile/Manufactured Home 4 Bedroom All Values	4.06 person	2.64 persons

*Age Restricted Occupants Arbitrarily Estimated to be 65% of No Age Limit Housing Occupants. It could also be assumed that there will be no age-restricted dwellings with more than 3 bedrooms. Therefore the figures above for age restricted in 4 & 5 bedrooms would probably not be used in any population calculations.



Hanover Engineering

252 Brodhead Road • Suite 100 • Bethlehem, PA 18017-8944
Phone: 610.691.5644 • Fax: 610.691.6968 • HanoverEng.com

April 4, 2018

Mr. John J. Finnigan Jr., Township Manager RE: Traditions of America – Bridle Path
Hanover Township, Northampton County Phases 1, 2, 3, & 4
3630 Jacksonville Road Hanover Project H07-23
Bethlehem, PA 18017-9302

Dear Jay:

As requested, we have completed an inspection of site improvements related to the subject project as requested in Attorney Hurtubise's letter dated March 9, 2018. **Please note that this review does not include improvements at the Bridle Path Road and Jacksonville Road intersection.** Please consider this letter as an update to our February 2, 2018 letter.

1. There are several areas in the grass strip between the curb and sidewalk along Bridle Path Road that need to be regraded. The existing grass strip in these areas is lower than curb. This creates a trip hazard and potential water ponding area that can result in a sinkhole. These areas need to be regraded.
2. Areas around Inlet 1006 need to be regraded to ensure proper surface runoff. The frame is also misaligned and must be reset.
4. The following areas of sidewalk are cracked and must be replaced:
 - a. Sidewalk on the west side of Presidential Boulevard, near the entrance/exit gate.
 - b. Sidewalk along Bridle Path Road, between CB 1007 and CB 1009.
5. Sanitary sewer lines between Manholes 20 and 21 and Manholes 54 and 55 have numerous sags in the existing pipes. These pipe runs need to be replaced and the trench base stabilized. *The developer's engineer (Rettew) via a memo dated February 22, 2018 has detailed an investigation and repair procedure for the sewer lines. The developer is proposing to follow this procedure.*
6. The enclosed annotated landscaping plans indicate the various plantings that were determined to be missing during our inspection. These plantings should be installed. *The developer is proposing to replace the internal street trees. TOA is reporting that they have planted 166 more trees than the plans required and have asked that they not be held to the exact location of landscaping, as identified in our February 2, 2018 letter.*
8. In the swale along the south side of Bridle Path Road, west of the main entrance and near DMH 102, there is an area that needs to be regraded to eliminate a depression in the soil.
9. In the southwest corner of this development, along the southwest side of Resolution Drive in the vicinity of CB 540, CB 504, CB 513, and CB 602, there are four (4) areas that need regrading.

10. Ponding of runoff along the property line with 2670 Woodside Road should be addressed.
13. Proof of Termination from the NPDES permit is required. *The County Conservation District has performed a final inspection and issued a punchlist report dated February 27, 2018, with three items noted to be completed.*
17. Detention basin as-builts are required.

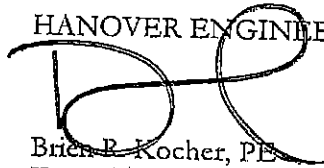
The developer is asking to be released from its obligation under the Improvements Agreement and post security to guarantee the completion of Items 1, 2, 4, 5, 6, 8, 9, 10, 13, & 17 of this letter. If acceptable to the Board of Supervisors, the developer would need to:

- A. Enter into an agreement acceptable to the Solicitor detailing responsibility to complete the items noted above and post \$100,000.00 to secure their completions.
- B. Enter into a Maintenance Agreement for the portions of the site work along Bridle Path Road and post maintenance security in the amount of \$42,967.00

If you have any questions or need additional information, do not hesitate to call this office.

Respectfully,

HANOVER ENGINEERING



Brian P. Kocher, PE
Township Engineer

brk:jle/jlg

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Enclosure(s)

cc: Hanover Township Board of Supervisors
Ms. Yvonne D. Kutz, Zoning Administrator (w/enclosures)
James L. Broughal, Esquire (w/enclosures)
Mr. David O. Biddison, Traditions of America (w/enclosures) **Certified Mail**
7009 2250 0003 8032 4366 - Return Receipt Requested