

**ANNVILLE TOWNSHIP BOARD OF COMMISSIONERS
JULY 2, 2019 REGULAR MONTHLY MEETING AGENDA**

Announced Visitors: None

- I. Call to Order – 7:00 PM
- II. Pledge of Allegiance
- III. Recognition of Visitors and Opportunity for Public Comment
- IV. Approval of Minutes
- V. Reports of Standing Committees
 - A. Public Works
 - B. Public Safety
 - C. Property
 - D. Parks & Recreation
 - E. Finance
 - F. Permits
 - G. Annville Activities
- VI. Reports of Special Committees
 - A. Executive Sessions
 - B. Planning Commission
 - C. Economic Development
 - D. Historic Architectural Review Board (HARB)
 - E. Wage & Salary
 - F. Municipal Separate Storm Sewer System (MS4)
 - G. Greater Lebanon Refuse Authority (GLRA)
 - H. Fire Department
- VII. Old Business
 - A. Proposed Ordinance No. 672 – Authorizing Execution of an Intergovernmental Cooperation Agreement to Provide Police Services to South Annville Township
 - B. Emergency Medical Services (EMS)
 - C. Automated Red Light Enforcement (ARLE) Grant Pedestrian Improvements
- VIII. New Business
 - A. 2020 Budget Adoption Schedule
 - B. Proposal for 2019 Audit Services
 - C. 2019 Omnibus Ordinance
 - D. Community Development Block Grant (CDBG)
- IX. Correspondence
- X. Pay Bills
- XI. Adjournment

**MINUTES OF THE ANNVILLE TOWNSHIP
BOARD OF COMMISSIONERS
July 2, 2019**

The July Regular Monthly Meeting of the Annville Township Board of Commissioners was held starting at 7:00 PM on July 2, 2019 in the Commissioners' Room of Annville Town Hall, 36 North Lancaster Street, Annville, PA with the following members present: Rex A. Moore, President; Henri B. Lively, Vice President; Thomas R. Embich, Treasurer; Joann F. Zimmerman; and Nevin R. Hoover. Also in attendance were Nicholas T. Yingst, Township Administrator and Secretary to the Board of Commissioners; Bernard Dugan, Chief of Police; Corey Lamoureux, Esq., Township Solicitor; Conrad "Mike" Liles, North Railroad Street; Dean Wolfe, West Main Street; and Larry Minnich, Cleona Borough.

President Moore called the meeting to order and led those present in the Pledge of Allegiance to the flag of the United States of America.

RECOGNITION OF VISITORS AND OPPORTUNITY FOR PUBLIC COMMENT:

President Moore provided an opportunity for public comment and the following comments were noted from those in attendance:

Stone Hill Village Phase 3B: Mr. Wolfe was recognized for comment and asked if there would be a rental manager onsite at all hours for the new phase of Stone Hill Village. The Commissioners noted this was not a part of the preliminary plan submitted for this project. Mr. Wolfe asked if a traffic study was to be done. Mr. Yingst indicated this had been addressed by the Planning Commission in its review of the plan and the Township Engineer determined the existing traffic permit issued by the Pennsylvania Department of Transportation (PennDOT), which covered both the Millard Drive access point and the access point to Stone Hill Park, was adequate for the additional traffic anticipated for Phase 3B. Mr. Wolfe asked if he should call the Police Department if there were problems from residents of the new phase and Chief Dugan confirmed this. Chief Dugan then responded to a follow up question from Mr. Wolfe regarding how the Police Department performs enforcement on private roadways. Mr. Wolfe asked about the Section 8 housing program and this was addressed by Mr. Lamoureux and several Commissioners, who noted the Section 8 application procedure was not a municipal function and already existed elsewhere in the Township. Mr. Liles asked if Phase 3B called for opening access to Stone Hill Village via West Sheridan Avenue and Mr. Yingst indicated the approved plan did not do so.

APPROVAL OF MINUTES: **MOTION** by Mr. Lively, second by Ms. Zimmerman to approve the minutes of the Regular Meeting held June 4, 2019 as presented. Motion carried unanimously.

REPORTS OF STANDING COMMITTEES:

Public Works: The Public Works Report for June 2019 was reviewed, a copy of which is attached hereto and made a part of these minutes. The following items were then addressed:

Rental of Dewatering Equipment: At the recommendation of the Township Authority, **MOTION** by Mr. Lively, second by Ms. Zimmerman to authorize renting dewatering equipment from P&H Senesac at an estimated cost of \$43,500, contingent upon the Public Works Superintendent believing such action is necessary. The motion was then opened for discussion, with Mr. Yingst addressing a number of questions from Mr. Hoover and Mr. Embich about the cost of, and the

ANNVILLE TOWNSHIP PUBLIC WORKS DEPT.

WORK DONE FOR JUNE 2019

- (1) **DOWNTOWN LIGHTS** Repaired seven downtown lights.
- (2) **LINE PAINTING** We are going to start line painting in July.
- (3) **DOWNTOWN AREA** Sprayed for weeds around the downtown area.
- (4) **SWEEPER** Spent 16 hrs. in Annville and 12 hrs in Cleona.
- (5) **HANDICAPPED SPACES** We will be starting to go over painting
handicapped parking spaces.
- (6) **PAVING** Waiting on proposals from Hoffer, Pennsy,
Martin's and WT.

need for, the rental equipment. With no further questions or comments noted, the motion was voted upon and carried unanimously.

Agreement for Disposal of Biosolids on Fields: At the recommendation of the Township Authority, **MOTION** by Mr. Hoover, second by Mr. Embich to approve the agreement with Amerigreen for the disposal of dewatered biosolids onto its fields for \$26 per ton through 2020 with Public Works staff transporting the biosolids to the fields. Motion carried unanimously.

Sewage Backup Costs: At the recommendation of the Township Authority, **MOTION** by Mr. Embich, second by President Moore to authorize payment pertaining to the sewer main clog that resulted in plumber costs for the property at 808 East Walnut Street, contingent upon receiving confirmation that the property owner does not have insurance on the sewer lateral. Motion carried by a vote of 4 to 1 with President Moore, Mr. Embich, Ms. Zimmerman, and Mr. Hoover voting in favor of the motion and Mr. Lively voting against the motion.

Dewatering Building and Platform – Application and Certificate for Payment No. 4: Noting that the Public Works Superintendent believed the percentages of work reported as completed on said document were accurate, **MOTION** by Mr. Embich, second by Ms. Zimmerman to authorize payment for Application and Certificate for Payment No. 4 to BlueScope Construction in the amount of \$30,584.70 contingent upon the Township Authority granting approval for same. Motion carried unanimously.

Public Safety: The Police Statistical Report for June 2019 was reviewed, a copy of which is attached hereto and made a part of these minutes.

Property: The following item was addressed:

Town Hall Window Replacement Project: Ms. Zimmerman noted that Mr. Hoover and Mr. Yingst met with Dave Ludwig of-Creek View Windows and Doors to finalize the details on the Town Hall window replacement project. She noted the revised price was lower than had been originally quoted and the project was anticipated to begin in late-August or early-September. Mr. Hoover asked if the antenna to the south of Town Hall could be removed and Chief Dugan indicated, per his conversation with the Public Works Superintendent, the antenna was no longer in use and would be removed.

Parks & Recreation: The following item was addressed:

Grant Funding for Streambank Repairs: Mr. Yingst reported the necessary documentation has been submitted to the appropriate State and Federal government agencies for this grant. He further reported the approved agreement with the State, which is not binding unless the Federal agreement has been signed, has been received, and the representative from the State confirmed that prevailing wage would not be required for this project. He also noted that no further paperwork has been received from the Federal government and its representative provided no further information on the possibility of an extension for the project's timeframe when asked about this the prior week.



ANNVILLE TOWNSHIP POLICE
MONTHLY REPORT
JUNE 2019



• CALL FOR SERVICE	333
• ORDINANCE VIOLATIONS	
1. PARKING	4
2. VEHICLE	1
3. FIREWORKS	1
4. DOG	4
5. NOISE	3
6. BURNING	1
7. SOLICITING	1
• CRIMINAL ARRESTS	03
○ ADULT	03
○ JUVENILE	00

ACCIDENT LOCATIONS

• TOTAL TRAFFIC CITATIONS	76	- 1200 Block East Main Street
• TOTAL TRAFFIC WARNINGS	54	- 1 st Block East Main Street
• TOTAL NON-TRAFFIC CITATIONS	02	- 1 st Block North Railroad Street
• TOTAL VEHICLE ACCIDENTS	12	- 200 Block West Main Street
○ REPORTABLE	01	- 215 East Main Street
○ NON-REPORTABLE	06	- 224 West Sheridan Avenue
○ HIT & RUN	05	- 30 East Main Street
		- 667 East Main Street
		- 934 & Queen Street
		- E. Sheridan Ave & N. Railroad St.
		- E. Main & N. Railroad Streets
• PARKING TICKETS ISSUED	24	- West Main & Birch Streets

Annville Township Police Department

MONTHLY REPORT June 2019

Total Calls by Call Type From: 05/31/2019 - 6/27/2019

<u>Call Type</u>	<u>Total Calls</u>
TRAFFIC ENFORCEMENT - CITATION	64
TRAFFIC ENFORCEMENT - WARNING	56
AMBULANCE CALL	30
PARKING ENFORCEMENT	24
ASSIST OTHER POLICE	12
BACKGROUND INVESTIGATION	9
LOST & FOUND	8
DOMESTIC DISPUTE	7
ACCIDENT, NON-REPORTABLE	6
SUSPICIOUS ACTIVITY	6
ACCIDENT, HIT & RUN	5
ALARMS	5
ASSIST OTHER AGENCY	5
FIRE CALL	5
ASSIST MOTORIST	4
DOG - MISSING / LOST	4
DOG COMPLAINT	4
EXTRA PATROL REQUEST	4
PARKING COMPLAINT	4
ROAD CLOSURE / DETOUR / CONSTRUCTION	4
ADMINISTRATIVE FINGERPRINTING	3
CIVIL MATTER	3
MISCELLANEOUS	3
NOISE COMPLAINT	3
PFA ORDER	3
POLICE INFORMATION	3
REPOSSESSION	3
SUSPICIOUS VEHICLE	3
TRAFFIC HAZARD	3
CHECK ON WELL BEING	2
CRIMINAL MISCHIEF	2
DRIVING COMPLAINT	2
FOOT PATROL - POLICE	2
FRAUD	2
THEFT - UNLAWFUL TAKING	2
911 HANGUP	1
ACCESS DEVICE FRAUD	1
ACCIDENT, REPORTABLE	1
BURNING - COMPLAINT	1
BURNING - ORDINANCE	1
CHILD ABUSE	1
CRIMINAL INVESTIGATION	1
DOG LAW	1
DRUG BOX - PRESCRIPTION	1
DRUG VIOLATION	1

ESCAPE	1
FIREWORKS COMPLAINT	1
FORGERY	1
HARASSMENT	1
MEGAN'S LAW NOTIFICATION	1
ORDINANCE - OTHER VIOLATIONS	1
PHONE SCAM	1
REPORT REQUEST	1
REQUEST FOR AID	1
SOLICITING - ORDINANCE	1
SUSPICIOUS PERSON	1
THEFT - FROM MOTOR VEHICLE	1
THEFT - MOTOR VEHICLE	1
TRAFFIC CONTROL - OTHER	1
UNAUTHORIZED USE OF MOTOR VEHICLE	1
UNDERAGE DRINKING	1
VEHICLE COMPLAINT	1
WARRANT	1

Total - 333

Finance: Mr. Embich reviewed the Financial Report for June, highlighting the total income and expenses for the sixth month of 2019. A copy of the report is attached hereto and made a part of these minutes.

Permits: The Permits Report for June 2019 was reviewed, a copy of which is attached hereto and made a part of these minutes.

Annville Activities: Nothing to report this month.

MOTION by Mr. Embich, second by Mr. Lively to approve the reports of the Standing Committees as presented. Motion carried unanimously.

REPORTS OF SPECIAL COMMITTEES:

Executive Sessions: Mr. Yingst reported that no Executive Sessions were held since the adjournment of the June Regular Meeting. An Executive Session was requested to be held prior to the adjournment of the evening's meeting to discuss potential litigation and personnel matters regarding the police collective bargaining agreement.

Planning Commission: Ms. Zimmerman reported the June Planning Commission (PC) meeting was cancelled due to lack of a quorum but that it was planning to meet on July 8, 2019 to interview those individuals who submitted letters of interest to be appointed to the vacancy on the PC.

Ron Dowey, President of the Union Hose Company (UHC), arrived at 7:23 PM.

Economic Development: Mr. Yingst reported the Pennsylvania Department of Community and Economic Development (DCED) approved the debt proceedings filed for the assumption of the Economic Development Authority debt by the Township. Upon receiving the final comments and documents back from First Citizens Community Bank the assumption agreement may be signed and the assumption process will be complete.

Historic Architectural Review Board (HARB): Mr. Embich reviewed the HARB Report for June 2019, a copy of which is attached hereto and made a part of these minutes.

Wage & Salary: Mr. Yingst reported the Wage & Salary Committee met on June 25, 2019 and the minutes from that meeting were presented, a copy of which is attached hereto and made a part of these minutes. These minutes were reviewed by the Board and it was noted the Committee approved the satisfactory employee performance reviews for Cheryl L. Fischer, Karen A. Gerhart, and Nicholas T. Yingst of the Administrative Department; Michelle Enterline and James Grumbine of the Police Department; and Keith Heck, Christopher Koehler, Gary Kosh, Leslie J. Powell, Jason Shaak, and Joseph Viozzi of the Public Works Department. It was also noted the Committee recommended a \$0.50 per hour increase be approved for Karen A. Gerhart effective July 1, 2019. **MOTION** by Mr. Hoover, second by Mr. Embich to (1) concur with the Wage & Salary Committee's satisfactory employee performance reviews for the abovementioned employees and (2) consider the six-month probation period for full-time employment for Karen A. Gerhart to be

Permits Report

Month of June 2019

Plumbing Permits issued	_____	_____
Plumbing Licenses issued	_____	_____
Excavator Licenses issued	_____	_____
Total Curb/Sidewalk Permit Fees Collected		<u>\$25.00</u>
Total Street Cut Permit Fees Collected		_____
Total Tapping Fees Collected		_____

Tapping Fees

Building Permits

#9-19	James and Kathleen Werling	Other
#10-19	Edward Hartman, Joan Kling, Lesia Mease	Home Occupation
#11-19	Bradley S. Hostetter	Other
#12-19	William and Elaine Zapata	Add to a Structure

Curb/Sidewalk Permits

Reissue 2018-001	25 N. Long Street	Construct Sidewalk
2019-002	602 E. Maple Street	Replace Sidewalk

Street-Cut Permits

Burn Permit

**MINUTES OF THE ANNVILLE TOWNSHIP
WAGE & SALARY COMMITTEE
June 25, 2019**

A meeting of the Annville Township Wage & Salary Committee was held on June 25, 2019 in the Commissioners' Room of Annville Town Hall, 36 North Lancaster Street, Annville, PA with the following members present: Rex Moore, Henri Lively, Anthony Perrotto, and Hugh Rooney, Jr. Also in attendance was Nicholas T. Yingst, Annville Township Administrator. The meeting was called to order at 6:40 PM.

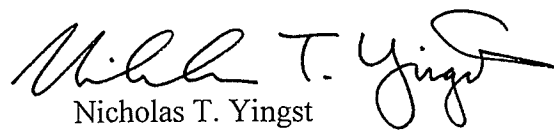
EMPLOYEE PERFORMANCE EVALUATIONS: Eleven satisfactory employee performance evaluations for the following employees were submitted to the Committee to review:

- Cheryl L. Fischer, Administrative Department – Billing Clerk
- Karen A. Gerhart, Administrative Department – Assistant Township Administrator
- Nicholas T. Yingst, Administrative Department – Township Administrator
- Michelle Enterline, Police Department – Administrative Assistant
- James Grumbine, Police Department – Administrative Assistant
- Keith Heck, Public Works Department – Laboratory Supervisor
- Christopher Koehler, Public Works Department – Operator
- Gary Kosh, Public Works Department – Laborer
- Leslie J. Powell, Public Works Department – Superintendent
- Jason Shaak, Public Works Department – Laborer
- Joseph Viozzi, Public Works Department – Operator

Following review and discussion by the Committee, **MOTION** by Mr. Rooney, second by Mr. Perrotto to (1) approve the satisfactory annual employee performance evaluations for Cheryl L. Fischer, Karen A. Gerhart, and Nicholas T. Yingst of the Administrative Department; Michelle Enterline and James Grumbine of the Police Department; and Keith Heck, Christopher Koehler, Gary Kosh, Leslie J. Powell, Jason Shaak, and Joseph Viozzi of the Public Works Department as presented, while adjusting the overall rating for Leslie J. Powell and Joseph Viozzi from "Meets Expectations" to "Exceeds Expectations"; (2) recommend that the Board of Commissioners approve these eleven performance evaluations; and (3) recommend to the Board of Commissioners that the six-month probationary period for full-time employment for Karen A. Gerhart be considered complete and authorize a \$0.50 per hour pay increase for her effective July 1, 2019. Motion carried unanimously.

ADJOURNMENT: There being no further business to come before the Committee, **MOTION** by Mr. Rooney, second by Mr. Perrotto to adjourn the meeting. Motion carried unanimously and the meeting was adjourned at 6:55 PM.

Respectfully submitted,


Nicholas T. Yingst
Annville Township Administrator
and Secretary

completed and approve a \$0.50 per hour pay increase for her effective July 1, 2019. Motion carried unanimously.

Municipal Separate Storm Sewer System (MS4): Mr. Embich reviewed the MS4 Report for June 2019, a copy of which is attached hereto and made a part of these minutes.

Greater Lebanon Refuse Authority (GLRA): Mr. Embich reviewed the GLRA Report for June 2019, a copy of which is attached hereto and made a part of these minutes.

Fire Department: The Board noted the receipt of the June 2019 Fire Chief's Report and Monthly Statistical Report for the UHC. The following items were then addressed:

Refinancing the Rescue Truck: Mr. Dowey reported the UHC wished to refinance its existing loan for the rescue truck to another loan from the State, which would save between \$30,000 to \$45,000 over seven years. He indicated this would likely require municipal assistance to draft the necessary paperwork, hold a hearing, and adopt a resolution so the new loan would be tax-exempt. Per a question from Mr. Yingst, Mr. Dowey confirmed the State loan would be at a fixed rate.

Joinder Committee: Mr. Dowey reported that the joinder committee was next scheduled to meet in August.

MOTION by Ms. Zimmerman, second by Mr. Lively to approve the reports of the Special Committees as presented. Motion carried unanimously.

OLD BUSINESS:

Ordinance No. 672 – Authorizing Execution of an Intergovernmental Cooperation Agreement to Provide Police Services to South Annville Township: Mr. Yingst presented proposed Ordinance No. 672, authorizing execution of an intermunicipal cooperation agreement between Annville Township and South Annville Township, whereby the former would provide police services to the latter. It was noted the proposed ordinance was properly advertised and could be considered for adoption. **MOTION** by President Moore, second by Mr. Hoover to (1) adopt Ordinance No. 672 as presented and (2) authorize the execution of this ordinance and the agreement it references by the appropriate Township officials. Motion carried unanimously and a copy of this ordinance is attached hereto and made a part of these minutes.

Emergency Medical Services (EMS): Mr. Yingst reported a letter was received from First Aid and Safety Patrol (FASP) EMS requesting a response from municipalities pertaining to its request for a financial commitment in 2020. He reminded the Board that FASP asked for \$23,835 from Annville Township, which was \$5 per resident based upon the 2010 census figure. Mr. Yingst also reported a meeting was held the prior week among representatives of municipalities who currently use FASP, the result being that Lebanon City Mayor Sherry Capello would be sharing some municipal concerns with FASP and asking for a response within 15 days. It was noted that six municipalities in the northern part of the County indicated they would be using Life Lion EMS instead of FASP going forward and proposals also had been requested from Life Lion by other municipalities. Ms. Zimmerman inquired if the departure of the northern-tier municipalities would

T. Embich reports: 07-02-2019 BOC
Thomas Embich
Agenda Items: VI – D, F & G
Date: June 27, 2019 for Meeting of July 02, 2019

Item VI-D HISTORIC ARCHITECTURAL REVIEW BOARD

1. No report; no meeting in June.

Item VI-F MS4 & Stormwater management

1. The June 18, 2019 meeting for the Lebanon County Stormwater Consortium was changed to Stevens Towers, Willow Street at 10th Street, Lebanon due to a conflict at the Mifflin Street site.
The session was routine, regarding minutes and approval of bills. Pursuant to the presentation by Lori Yeich, Recreation and Conservation Manager, PA DCNR at last month's meeting, the N.C.T. streambank restoration BMP is tying into recreation improvements at the proposed Wengert's Park.
N.L. – grant update re Lion's Lake project, letter of endorsement approved; the "Santana Swale Project was endorsed in the Elias Avenue area.
Grant updates included the Lion's Lake project and City of Lebanon Street-scape regarding a multi-modal component, rain-garden, etc. Refined cost estimates will be available in July.
2. Next LCSC meeting is slated for July 16 at 1220 Mifflin St, Lebanon at 10AM.
3. Next LCCWA meeting is July 30, 2019, 10AM at North Lebanon Township offices.

ACTION: None at present.

ITEM VI-G GLRA (GREATER LEBANON REFUSE AUTHORITY)

1. All minutes and reports are available at
<http://www.goglra.org/DocumentCenter/Home/View/>.
Next GLRA meeting on July 2, 2019 to be attended by J. Viozzi.

ACTION: None required.

ORDINANCE NO. 672

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF ANNVILLE, LEBANON COUNTY, PENNSYLVANIA, AUTHORIZING AN AGREEMENT BETWEEN THE TOWNSHIP OF ANNVILLE AND THE TOWNSHIP OF SOUTH ANNVILLE FOR THE ANNVILLE TOWNSHIP POLICE DEPARTMENT TO PROVIDE POLICE SERVICES TO SOUTH ANNVILLE TOWNSHIP.

WHEREAS, the Intergovernmental Cooperation Act, 53 Pa. C.S. § 2301 *et. seq.* permits municipalities to enter into agreements to cooperate in their performance of their respective functions, powers, or responsibilities; and

WHEREAS, the municipalities desire to enter into an Intergovernmental Cooperation Agreement relating to the providing of police services by the Annville Township Police Department to South Annville Township; and

WHEREAS, the Intergovernmental Cooperation Act provides that any joint cooperation agreement shall be deemed enforced as to any municipality when the same has been adopted by Ordinance/Resolution by all cooperating municipalities; and

WHEREAS, the municipalities desire to enact such an Ordinance approving the Intermunicipal Agreement.

BE IT ORDAINED AND ENACTED by the Board of Commissioners of Annville Township, Lebanon County, Pennsylvania, and it is hereby ordained and enacted as follows:

SECTION 1. AUTHORIZATION OF ORDINANCE.

This Ordinance is authorized by the Intergovernmental Cooperation Act, 53 Pa. C.S.A. § 2301 *et seq.*

SECTION 2. ADOPTION OF POLICE SERVICES INTERGOVERNMENTAL COOPERATION AGREEMENT.

The Police Services Intergovernmental Cooperation Agreement between Annville Township and South Annville Township (hereinafter "Agreement"), which is attached hereto, and made part hereof, and marked as Exhibit "A", is hereby adopted.

SECTION 3. PURPOSE AND OBJECTIVES OF AGREEMENT.

The purpose and objectives of the Agreement include, but are not limited to, the following:

- A. To enable Annville Township to provide police services to South Annville Township.
- B. Annville Township and South Annville Township believe it is within their mutual benefit for the Annville Township Police Department to provide police services to South Annville Township.

SECTION 4. AGREEMENT TO JOIN WITH SOUTH ANNVILLE TOWNSHIP.

Annville Township agrees that it shall join with South Annville Township in accordance with the Intergovernmental Cooperation Act by entering into the Agreement attached hereto as Exhibit "A", which is adopted by reference with the same effect as if it had been set out verbatim.

SECTION 5. AUTHORIZATION TO EXECUTE.

The appropriate members of the municipal body and any representatives thereof are hereby authorized to execute the Agreement. The appropriate members of the Board of Commissioners are further authorized to do whatever is

necessary and appropriate to carry out the provisions of the Agreement and this Ordinance, and to comply with the purpose and intent of the Agreement and this Ordinance. Any actions already taken by Annville Township in accordance with the terms of the Agreement and this Ordinance are hereby ratified.

SECTION 6. REQUIREMENTS OF THE INTERGOVERNMENTAL COOPERATION ACT.

As required by the Intergovernmental Cooperation Act, the following matters are specifically found and determined:

- A. The conditions of the Agreement are set forth above in Sections 1 through 5 and the Agreement attached as Exhibit "A" to this Ordinance.
- B. The Agreement shall commence on the first day of the month following the date the Ordinance is adopted by Annville Township, or the date the Ordinance is adopted by South Annville Township, whichever occurs last. The Agreement shall extend until the Annville Township Board of Commissioners or South Annville Township Board of Supervisors vote to terminate the Agreement in accordance with the terms of said Agreement.
- C. The purpose and objective of the Agreement is for Annville Township and the Annville Township Police Department to provide police services to South Annville Township.
- D. Annville Township shall bear whatever costs which it has agreed to incur as set forth in the Agreement. South Annville Township shall also agree to bear whatever costs which it has agreed to incur as set forth in the Agreement.
- E. No new organizational structure is proposed by the Agreement.

- F. The Agreement does not contemplate the acquisition of any real or personal property by the Township.
- G. Annville Township has the power to enter into contracts or policies of insurance or other employee benefits. No new entity will be created pursuant to the Agreement which shall be empowered to enter into contracts or policies of group insurance and employee benefits, including Social Security, or its employees.

SECTION 7. AUTHORITY OF THE BOARD OF COMMISSIONERS.

The Annville Township Board of Commissioners is authorized to take such other action as may be necessary to carry out the purposes of this Ordinance in connection with the implementation of the Agreement.

SECTION 8. RIGHT TO MODIFY, SUPPLEMENT OR AMEND AGREEMENT.

The Annville Township Board of Commissioners reserves the right to modify, supplement or amend the Agreement from time to time by resolution or ordinance.

SECTION 9. SEVERABILITY.

If any sentence, clause, section, or part of this Ordinance is for any reason found to be unconstitutional, illegal, or invalid, such unconstitutionality, illegality or invalidity shall not effect or impair any of the remaining provisions, sentences, clauses, sections, or parts thereof. It is hereby declared that the intent of the Board of Commissioners of the Township of Annville that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section, or part thereof not been included therein.

SECTION 10. REPEALER.

All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed.

SECTION 11. EFFECTIVE DATE.

This Ordinance shall become effective immediately upon adoption.

ORDAINED AND ENACTED this 2nd day of July, 2019 by the Board of Commissioners of the Township of Annville, Lebanon County, Pennsylvania, in lawful session duly assembled.



TOWNSHIP OF ANNVILLE

Rex Moore, President, Annville Township
Board of Commissioners

ATTEST:

Nicholas T. Yingst, Secretary

EXHIBIT "A"

AGREEMENT

This AGREEMENT (hereinafter "AGREEMENT") is made this ____ day of _____, 2019, by and between the TOWNSHIP OF ANNVILLE, a Township of the First Class, located in Lebanon County, Pennsylvania (hereinafter "ANNVILLE TOWNSHIP"); and the TOWNSHIP OF SOUTH ANNVILLE, a Township of the Second Class, of the same county, (hereinafter "SOUTH ANNVILLE TOWNSHIP").

WITNESSETH:

WHEREAS, there is a long history of cooperation between ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP, and specifically between the two Police Departments of these municipalities, and there is a desire to see this cooperation continue to develop in mutually beneficial ways; and

WHEREAS, ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP are contiguous municipalities that share a long common border; and

WHEREAS, SOUTH ANNVILLE TOWNSHIP desires to have the Police Department of ANNVILLE TOWNSHIP perform law enforcement functions within its municipality and ANNVILLE TOWNSHIP is willing to render such services on the terms and conditions hereinafter set forth; and

WHEREAS, this AGREEMENT is entered into under the authority of The Pennsylvania Consolidated Statutes Title 53, Sections 2301 through 2315 enacted by the State Legislature in 1996. This AGREEMENT shall become binding and in full force as to the respective municipalities when adopted as an ordinance by both ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP; and

WHEREAS, SOUTH ANNVILLE TOWNSHIP is desirous of contracting for, and obtaining the services of, ANNVILLE TOWNSHIP and the ANNVILLE TOWNSHIP Police Department; and

WHEREAS, ANNVILLE TOWNSHIP is willing to supply and SOUTH ANNVILLE TOWNSHIP is willing to contract for and utilize ANNVILLE TOWNSHIP'S Police Department's services.

NOW THEREFORE, with the intent to be legally bound hereby and in consideration of the mutual promises contained herein, ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP agree as follows:

1. General: ANNVILLE TOWNSHIP agrees through its Police Department to provide police protection within the corporate limits of SOUTH ANNVILLE TOWNSHIP to the extent and in the manner hereinafter set forth.

a. Except as otherwise hereinafter specifically set forth, such services shall only encompass duties and functions of a type coming within the jurisdiction of and customarily rendered by the Police Department of ANNVILLE TOWNSHIP.

b. Except as otherwise hereinafter provided, the level of service shall be the same basic level of service that is provided for the incorporated area of ANNVILLE TOWNSHIP by the ANNVILLE TOWNSHIP Police Department.

c. The providing of such services, the standards of performance, the discipline of officers and other matters incident to the performance of such services and the control of personnel so employed shall remain with ANNVILLE TOWNSHIP.

d. It is understood that the Police Chief of ANNVILLE TOWNSHIP, or his designee, and the Police Chief of SOUTH ANNVILLE TOWNSHIP, or his designee, will endeavor to ensure that the services enumerated by this AGREEMENT are performed correctly and that any disputes therein be resolved by them. Should there be any disputes which they are unable to resolve, such disputes should be addressed at a meeting of both Police Chiefs or their designees and one elected official of each municipality.

2. Service: ANNVILLE TOWNSHIP through its Police Department shall provide law enforcement services to SOUTH ANNVILLE to the extent provided by the SOUTH ANNVILLE TOWNSHIP Police Department as follows:

a. Patrol Service

i. Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania.

ii. Enforcement of the Crimes Code of the Commonwealth of Pennsylvania.

iii. Enforcement of Ordinances of SOUTH ANNVILLE TOWNSHIP.

iv. Maintain periodic security checks of business establishments located within the limits of SOUTH ANNVILLE TOWNSHIP.

v. Report hazardous conditions existing within SOUTH ANNVILLE TOWNSHIP to the proper authority (e.g. traffic lights out, holes in the highways and streets, street lights out, etc.)

b. Investigative Service

i. Investigate to a satisfactory conclusion all reported criminal offenses.

ii. Investigate incidents occurring on highways within SOUTH ANNVILLE TOWNSHIP or within SOUTH ANNVILLE TOWNSHIP.

iii. Respond to citizen complaints and requests.

iv. Prosecute in the appropriate courts, those persons believed to be responsible for criminal law violations, traffic law violations, and ordinance violations occurring within SOUTH ANNVILLE TOWNSHIP.

c. Administrative Service

i. ANNVILLE TOWNSHIP Police Department shall establish and maintain a police record system concerning all services rendered to SOUTH ANNVILLE TOWNSHIP.

ii. The ANNVILLE TOWNSHIP Police Department shall provide SOUTH ANNVILLE with police activity reports setting forth an account of services rendered hereunder. Said reports shall be provided on a basis as agreed upon by the Chief of Police of ANNVILLE TOWNSHIP, or his designee, and the Chief of Police of SOUTH ANNVILLE TOWNSHIP, or his designee.

iii. The ANNVILLE TOWNSHIP Police Department shall submit to the State and Federal Government all required necessary reports.

d. Scheduling

i. The Chief of Police of ANNVILLE TOWNSHIP, or his designee, and the Chief of Police of SOUTH ANNVILLE TOWNSHIP, or his designee shall coordinate schedules as to when ANNVILLE TOWNSHIP shall provide police services to SOUTH ANNVILLE TOWNSHIP.

3. Equipment: For the purposes of performing said functions and services, ANNVILLE TOWNSHIP shall furnish and supply all necessary equipment, supervision, communications, facilities, and supplies necessary to maintain the level of service to be rendered hereunder.

4. Power to Perform Services: For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof, every ANNVILLE TOWNSHIP police officer engaged in performing any such service and function shall have

all of the powers and authority conferred by law on SOUTH ANNVILLE TOWNSHIP Police Department, while performing services for SOUTH ANNVILLE TOWNSHIP.

5. Payment of Salary: SOUTH ANNVILLE TOWNSHIP shall not be required to assume any liability for the direct payment of any salaries, wages, or other compensation to any ANNVILLE TOWNSHIP personnel performing services hereunder for SOUTH ANNVILLE TOWNSHIP, or any taxes, insurance, employee reporting requirements, or any other liability other than that provided for in this AGREEMENT. Nothing in this AGREEMENT shall create any employment obligation or other obligation on the part of SOUTH ANNVILLE TOWNSHIP with respect to employees of ANNVILLE TOWNSHIP.
6. Police Officers: The municipalities agree that the police officers of ANNVILLE TOWNSHIP are employed by ANNVILLE TOWNSHIP and under the exclusive supervision and control of ANNVILLE TOWNSHIP. ANNVILLE TOWNSHIP agrees, as such employer, to be responsible for any acts and omissions of such police officer while on duty in SOUTH ANNVILLE TOWNSHIP, to the same extent that ANNVILLE TOWNSHIP may be responsible for such acts committed within ANNVILLE TOWNSHIP, and agrees to indemnify and hold harmless SOUTH ANNVILLE TOWNSHIP from any such liability as an employer on account for such acts or omissions. ANNVILLE TOWNSHIP agrees to maintain appropriate insurance protecting SOUTH ANNVILLE TOWNSHIP against liability for such acts and omissions to the extent deemed appropriate by ANNVILLE TOWNSHIP. Neither municipality, by agreeing to this provision, shall be deemed to have waived the protections of 42 Pa. C.S. §8542.
7. Rate: SOUTH ANNVILLE TOWNSHIP agrees to pay ANNVILLE TOWNSHIP for one (1) Police Protection Unit ("hereinafter PPU"). One (1) PPU is equivalent to ten (10) hours of police service per week. The PPU established by ANNVILLE TOWNSHIP is outlined in Exhibit "A" attached hereto. The PPU costs shall be established for each calendar year, and shall be applicable for the calendar year in which such services are provided. ANNVILLE TOWNSHIP shall provide updated PPU costs to SOUTH ANNVILLE TOWNSHIP no later than August 31 each year.
8. Increase in Service: Any increase in the amount of PPU's during the course of this AGREEMENT shall be effective by an addendum to this AGREEMENT signed by both municipalities and adopted by resolution by both municipalities. SOUTH ANNVILLE TOWNSHIP is also permitted to request additional time and coverage from ANNVILLE TOWNSHIP during a calendar year. Prior to the provision of any additional time for coverage by ANNVILLE TOWNSHIP, both municipalities must agree on the rate and cost for said additional service in writing.
9. Billing to South Annville Township: ANNVILLE TOWNSHIP shall bill SOUTH ANNVILLE TOWNSHIP on a quarterly basis, and SOUTH ANNVILLE TOWNSHIP shall promptly pay the bill within forty-five (45) days of its receipt. In the event payment is not made within forty-five (45) days of receipt, ANNVILLE TOWNSHIP reserves the right to terminate this AGREEMENT immediately.

10. Overages and Shortages: The Police Chief of ANNVILLE TOWNSHIP, or his designee, and the Police Chief of SOUTH ANNVILLE TOWNSHIP, or his designee, will endeavor to anticipate any projected overages or shortages of service time provided by the ANNVILLE TOWNSHIP Police Department to SOUTH ANNVILLE TOWNSHIP in light of the PPU's contracted for and will endeavor to mitigate such overages or shortages within that quarter. Should an overage of service time result for a quarter, said overage will be rounded to the nearest hour and charged 0.1 PPU's for each hour. Should a shortage of service time result for a quarter, said time will be rounded to the nearest hour and will be provided by the ANNVILLE TOWNSHIP Police Department to SOUTH ANNVILLE TOWNSHIP in the upcoming quarter and not be accounted as part of calculating that upcoming quarter's service hours.
11. Insurance: ANNVILLE TOWNSHIP hereby covenants and agrees to furnish insurance coverage on its personnel and equipment for all times said personnel and equipment are in SOUTH ANNVILLE TOWNSHIP or acting on behalf of SOUTH ANNVILLE TOWNSHIP pursuant to this AGREEMENT in the same form and as maintained by ANNVILLE TOWNSHIP for its municipality.
12. Targeted Police Enforcement and Service: ANNVILLE TOWNSHIP at the request of SOUTH ANNVILLE TOWNSHIP, after consultation with ANNVILLE TOWNSHIP and at the discretion of the Chief of Police of ANNVILLE TOWNSHIP may offer "targeted" police enforcement and services within SOUTH ANNVILLE TOWNSHIP. "Targeted" enforcement and services shall include matters such as traffic enforcement, increased police patrol, and enforcement of particular situations and special event activities. To the extent that such targeted police enforcement shall be deemed to be beyond the hours provided herein, such service time will be rounded to the nearest hour and charged 0.1 PPU's for each hour.
13. Fines. The municipal portion of any fines or costs paid as a result of prosecution initiated by ANNVILLE TOWNSHIP police officers for incidents occurring in SOUTH ANNVILLE TOWNSHIP shall be paid to SOUTH ANNVILLE TOWNSHIP.
14. Term of AGREEMENT and Termination of Same: The term of this AGREEMENT shall be for a period of six (6) months commencing on the first day of the month following the execution of the AGREEMENT by ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP. This AGREEMENT and the services provided by ANNVILLE TOWNSHIP to SOUTH ANNVILLE TOWNSHIP shall be evaluated during the last two (2) months of the six (6) month review period. Should either party wish to terminate this AGREEMENT during this time they must do so in writing prior to the expiration of the six (6) month review period. No financial penalty shall be charged to either municipality.

In the event that ANNVILLE TOWNSHIP provides police services during the month in which termination of the AGREEMENT is given by SOUTH ANNVILLE TOWNSHIP, SOUTH ANNVILLE TOWNSHIP shall be responsible for any costs for the services rendered by ANNVILLE TOWNSHIP. Said costs shall be paid within thirty (30) days of receipt of the request for payment.

If neither municipality exercises its right to terminate this AGREEMENT within the initial six (6) month review period, this AGREEMENT shall renew for a period of one year which the parties agree shall be considered to commence on the first day of the month following the expiration of the six month review period. In the event either municipality seeks to terminate this AGREEMENT after it is renewed for successive one-year terms, the respective municipality terminating the AGREEMENT shall provide six (6) months written notice to the other municipality. Said notice shall be sent in writing by certified mail. The PPU cost for the period from the date of the written notice to the date of termination will be the PPU cost at the date of the written notice, provided such written notice is received by ANNVILLE TOWNSHIP no later than September 30.

15. Non-Consolidation of Police Officers: The municipalities hereto specifically agree and understand that no consolidation of police officers employed by the two municipalities are provided for under this AGREEMENT, that ANNVILLE TOWNSHIP is not receiving or accepting any police employees of SOUTH ANNVILLE TOWNSHIP, and that the discharge of or other disposition of any police officers heretofore employed by SOUTH ANNVILLE TOWNSHIP is the sole responsibility of SOUTH ANNVILLE TOWNSHIP.

16. Predicate Municipal Action for Binding AGREEMENT: SOUTH ANNVILLE TOWNSHIP has taken, or plans to take, all predicate municipal action by motion, resolution, ordinance or otherwise in order to make this AGREEMENT between SOUTH ANNVILLE TOWNSHIP and ANNVILLE TOWNSHIP binding and fully enforceable. ANNVILLE TOWNSHIP has also taken, or plans to take, all predicate municipal action by motion, resolution, ordinance, or otherwise in order to make this AGREEMENT between ANNVILLE TOWNSHIP and SOUTH ANNVILLE TOWNSHIP enforceable.

17. Amendment to AGREEMENT: Any portion of this AGREEMENT following its initial adoption may be amended by resolution of both parties.

IN WITNESS WHEREOF, the Parties hereto have hereby caused this AGREEMENT to be executed this ____ day of _____, 2019.

TOWNSHIP OF SOUTH ANNVILLE:

TOWNSHIP OF ANNVILLE:

Chairman, Board of Supervisors

President, Board of Commissioners

ATTEST:

ATTEST:

(Assistant) Township Secretary

(Assistant) Township Secretary

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change the commitment number being requested of the Township. Mr. Yingst reported he asked this of the FASP Executive Director, who indicated it would not change the number. Mr. Hoover asked where the ambulance for the norther-tier municipalities would be stationed. Mr. Yingst indicated that to his knowledge this had not yet been finalized, but Jonestown and Ono were being suggested as two possible locations.

Automated Red Light Enforcement (ARLE) Grant Pedestrian Improvements: Mr. Yingst reported that approved permits have been received from PennDOT for 12 of the 14 locations where pedestrian improvements were sought. He noted the remaining two locations remain in limbo because easement agreements are necessary due to where signage must be placed and the relocation of a crosswalk, and while these agreements have been approved by three of the property owners, the fourth and final property owners have not yet done so.

NEW BUSINESS:

2020 Budget Adoption Schedule: Mr. Yingst presented the 2020 budget adoption schedule for review and comment. **MOTION** by Mr. Lively, second by Mr. Hoover to approve the 2020 budget adoption schedule as presented, noting that the budget meetings for October 15, 2019 and October 29, 2019 would begin at 6 PM and the schedule could be amended as needed. Motion carried unanimously and a copy of this schedule is attached hereto and made a part of these minutes.

Proposal for 2019 Audit Services: Mr. Yingst presented the Board with a proposal from Garcia Garman & Shea, PC for providing audit and financial statement services for 2019. He noted this cost would be shared by the General Fund, the Sewer Fund, and the Economic Development Authority Fund. **MOTION** by President Moore, second by Ms. Zimmerman to (1) approve the proposal from Garcia Garman & Shea, PC to provide audit and financial statement services for the year ending December 31, 2019 at a cost not to exceed \$11,000 and (2) authorize the execution of the engagement letter for same by the appropriate Township officials. Motion carried unanimously.

2019 Omnibus Ordinance: Mr. Yingst reported he has begun working on gathering information for the annual Omnibus Ordinance and asked the Commissioners to share any ideas with him they believed to be appropriate for inclusion. Mr. Embich inquired if a handicapped space on South Killinger Street was still necessary and Mr. Yingst suggested that, due to the uncertainty of whether that space was still needed, this could be addressed by a future action of the Board.

Community Development Block Grant (CDBG): Mr. Yingst reported an invitation was received from the Redevelopment Authority of the County of Lebanon (RACL) to submit an application for CDBG grant funding. He reported having a meeting and several conversations with Daniel Lyons of the RACL to determine if the grant could be used for the improvement of 17 handicapped-accessible curb ramps along the west end of Church Street, as this street is in need of paving and the adjacent curb ramps must meet Americans with Disabilities Act (ADA) standards first. Mr. Yingst noted he had submitted information to Mr. Lyons about this and was waiting on his feedback. He further noted the Public Works Superintendent was gathering information on the construction costs for such a project, as these costs would need to be included in the grant application, while the design and inspection costs must be borne by the municipality. Mr. Yingst

2020 BUDGET PREPARATION AND ADOPTION SCHEDULE

07/02/2019	Approve Budget Schedule
07/03/2019- 09/30/2019	Request Information from Department Heads and prepare Draft Budgets
To be determined	Review Draft Economic Development Authority Budget – AEDA
09/24/2019	Review Draft Sewer, Sewer Capital, and MS4 Budgets – Township Authority
10/01/2019	Publish Budget Meeting Notice
10/15/2019	Budget Meeting – Board of Commissioners
10/19/2019	Publish Second Budget Meeting Notice
10/22/2019	Review Draft Sewer, Sewer Capital, and MS4 Budgets – Township Authority
10/29/2019	Second Budget Meeting/Tentative Budget Adoption – Board of Commissioners
11/09/2019	Publish Budget Inspection Notice, Budget Hearing Notice, and Act 511 Tax Notice
11/16/2019	Publish Act 511 Tax Notice
11/23/2019	Publish Act 511 Tax Notice
12/03/2019	Budget Hearing – Board of Commissioners
12/10/2019	Publish Tax and Appropriations Ordinance and (if necessary) Sewer Rate and/or Trash Rate Ordinance
12/26/2019	Adopt Final Budget, and Tax and Appropriations Ordinance, and (if necessary) Sewer Rate and/or Trash Rate Ordinance – Board of Commissioners
12/30/2019	Publish Budget Adoption Notice

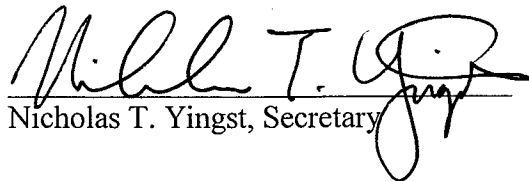
concluded by noting the Board would need to take action on this at its August meeting if it wished to proceed and that he hoped to have more information at that point.


CORRESPONDENCE: Nothing to report this month.

PAY BILLS: MOTION by Ms. Zimmerman second by Mr. Lively to ratify the actions of the Township Administrator regarding payment of debts shown on the Finance Report (Cash Disbursement Journals of the various funds). Motion carried unanimously.

RECESS FOR EXECUTIVE SESSION: President Moore called a recess for an Executive Session and the room was cleared of the public at 7:51 PM. The Regular Meeting was reconvened at 9:46 PM with the five Commissioners, Mr. Yingst, Chief Dugan, and Mr. Lamoureux present.

ADJOURNMENT: There being no further business to come before the Board, **MOTION** by Ms. Zimmerman, second by Mr. Hoover to adjourn the Regular Meeting. Motion carried unanimously and the meeting was adjourned at 9:47 PM.


Nicholas T. Yingst, Secretary



Rex A. Moore, President