

**Southern Police Commission
Continuation Meeting
April 17, 2018**

A public continuation meeting of the Southern Police Commission was held on Tuesday, April 17, 2018 at the New Freedom Borough Council Chambers, 49 East High Street, New Freedom, PA 17349.

Commission Members Present: Jeff Blum (Seated Alternate), Buck Buchanan, Roy Burkins, Robert Herzberger, Larry O'Brien, Michael Sharkey, Andrew Stewart, John Trout

Commission Members Absent: Bruce Merrill

Alternate Members Present: Kenton Kurtz, Nick Wagner, John-Paul Whitmore

Solicitor: Peter Ruth

Police Department Representatives: Chief Boddington, Finance Administrator Gail Prego, Sgt. Teague, Sgt. Smuck, Ofc. Carey, Ofc. Hanson, Ofc. Hefner

PLEDGE OF ALLEGIANCE

The meeting was called to order by Chairman John Trout at 19:00 who led the pledge of allegiance to the flag and a moment of silence in honor of police, firefighters, EMS, and other first responder's ultimate sacrifice.

CHAIRMAN'S ANNOUNCEMENTS

Chairman Trout announced that the purpose of this continuation meeting was to address the Borough of New Freedom's letter covering subjects that were presented last Monday night (at their council meeting). They've sent a letter to the Commission and that letter was read first. Alternate Commissioner Blum had asked for an opportunity to provide clarification. The letter is dated April 12, signed by Steven Hovis, their Solicitor, presenting a new proposal and contract. That letter is attached at the end of these minutes. A contract is enclosed with the letter that was not read aloud due to its length. Chairman Trout asked that Alternate Commissioner Blum be allowed to finish his clarification before opening the floor for additional comments.

COMMENTS BY NEW FREEDOM BOROUGH REPRESENTATIVES

- Commissioner Blum has been away from New Freedom Borough for a couple of months due to family concerns. He had attended the last Borough Council session via telephone and the audio situation made it difficult for him to hear. He had made a motion, via Council President Sarpen, that a proposal be made to use the PPU system as the Department is using now. Somehow in the contract presented, the reference to PPU's got changed to hours. He's willing to go back to Council and get the wording on the contract corrected. He also commented about recent conversations with Chief Boddington regarding what's happening with other departments and their contracts with school districts, wherein they are using PPU's as the basis for charging the schools.
- Commissioner O'Brien gave some background as he had physically attended the meeting. His first motion had been that New Freedom Borough continue with SRPD as a full member. The

motion failed. Another motion was put on the floor to go to Southwestern (Regional Police Department). After discussion, the second to that motion was rescinded. A motion (by Commissioner/Councilperson Blum) was made to stay with SRPD but to not participate on the Commission as members. Comments had been made that it didn't make a lot of sense but that's the proposal that was supposed to have been presented during this meeting. The proposal was intended to be for 5 years. The proposal presented stated 3 years duration.

- Chairman Trout pointed out that the extended intergovernmental agreement specified that everyone (members) would be on PPU's.
- Commissioner Blum said that now that he's back, he'd like to lead an effort with New Freedom Borough Council to get back on track to allow New Freedom Borough to continue with SRPD in some form, with consideration that negotiations with the school districts, moving forward, would be based on the PPU system.

PUBLIC COMMENTS:

Chairman Trout opened the floor for public comments, asking each speaker stating their name and municipality.

- Charles King of New Freedom Borough: What is the stated length of the contract sent by New Freedom Borough? Chairman Trout replied that he'd just received the copy of the contract immediately prior to the meeting and had no opportunity to read it. It does say the term is 3 years. That answer elicited numerous "Why's" from the audience. Commissioner O'Brien replied that those are the words in the contract document, but that the preliminary New Freedom Council minutes say 5 years. Commissioner Herzberger had read ahead in the proposed contract and had noted that they can drop out with 6 months' notice without cause and also if there is cause, defined as "quality of service" which has some factors, that were not specified aloud, that they can have a 30 day cancellation. Commissioner Blum comments that the origin of some of the words came from the Winterstown contract and that he and Commissioner O'Brien and NF Council President Sarpen have to get together and back to Council. Commissioner O'Brien also stated that the termination clauses were similar to the member agreements under the IGA. Commissioner Herzberger observed that wasn't accurate. Commissioner O'Brien commented that NF Council's general opinion seemed to be that they wanted police services from SRPD without involvement as members of the Southern Police Commission.
- There was considerable discussion and talking over each other by Commission members. The stated intent posed by Commissioner O'Brien is to make it work at the current costs and current levels of service, minus the admin costs. This may change with the information that the school districts will be offered PPU's.
- Joe Valley of New Freedom: He had heard at the NF Council meeting that there was a proposed cap on the costs. After discussion between Commissioners Blum, O'Brien, and Trout it was established that there's wording about a 3% cap in the contract and is subject to change.
- Several members, including Commissioner Buchanan, agreed that the purpose of this continuation meeting was to review and deal with New Freedom's proposal. The proposal had just been received by the other municipalities via US Mail and no one really has had time to review it and prepare to address the issues.

- Commissioner O'Brien stated that New Freedom's Solicitor and the Commission's Solicitor both worked for the same firm and that somehow that information could have shared between them. It was determined that discussion wasn't going to change anything for the current situation.
- There were questions regarding Railroad and Winterstown and discussions regarding moving them to PPU. Commissioner Trout responded that we want to retain those customers and that we'll approach the PPU discussion with them so that we can stay within their affordability range.
- Commissioner Buchanan pointed out that there's a 30 day termination clause in New Freedom's offer based on the quality of service measured by factors included, by limited to, the Part 1 and Part 2 clearance rate. We've never measured that previously. The proposal also includes "response time to calls time" and we've never tracked that time. No resident of New Freedom has complained about response time in the New Freedom meetings that he's attended. There seemed to be agreement by the New Freedom representatives on the Commission and a comment "we didn't draft this thing, Buck" comment. Commissioner Buchanan indicated that this is the "offer that no one can accept." (Applause)
- Commissioner Blum stated that he and Larry (Commissioner O'Brien) want to take this back as they are both questioning "where did the conditions contained in it come from?"
- The discussion continued with various ideas.
- Doug Brent from New Freedom asked how do we hold the person, who generated the contract document that had not been agreed to by New Freedom council, accountable? A voice suggested Steven Hovis. Doug continued that there are jobs, lives, and other work that are held up due to apparent stalling.
- Melinda Smith of New Freedom: Thanked the Commission for putting up with New Freedom's BS. She said that she doesn't see why New Freedom wants to pay the full price for police services without a seat on the Commission. (Applause) What is the benefit of doing this? Commissioner O'Brien said that there isn't one. Commissioner O'Brien said that there was a motion on the floor at the last NF Council meeting to get police services from Southwestern. He suspected that there may have been sufficient votes to do that. The vote at the meeting to paying the full price without representation on the Commission was a compromise. There seems to be frustration by NF Commission and Council members with dealing with other members of the Commission and they want to not have to deal with it.
- David Adler of New Freedom: What is the relationship between the hourly rate and PPU's? Commissioner Blum explained that 1 PPU equals 10 hours per week or 520 hours per year of police services, inclusive of admin time. It includes all hours attributable to police work. He provided some details on how these rates are calculated. Commissioner Herzberger provided further details and explanation. He suggested that the schools have to be handled differently due to the officer doing SRO duties being assigned full time to the school with all worked hours charged to the school contract compared to what other officers do during their shift.
- Chief Boddington pointed out that we started out with the Southern school district requesting a small amount of coverage. Due to the changes to numerous things in our society their requirements for police services have increased substantially. We have to change with the times.

- Chairman Trout mentioned that Southeast School District asked us to provide an SRO full time. Southern School District is considering it.
- Commissioner Buchanan pointed out that Railroad is peculiar in that we drive through there a lot on our way to someplace else and that they get what could pass for “patrol services” by coincidence. We don’t charge them for that. If officers notice something they’ll deal with it and the resultant call for services are charged to Railroad. Applying the PPU charging methodology will be a challenge in Railroad due to their small and sporadic need for police services.
- Donny Miller of New Freedom pointed out that most of the discussion has been about economics. The fair balance that seems to be sought seems unachievable due to the difference in the make-up and financial ability of each of the municipalities involved. He commented regarding appropriateness of activities affecting what’s going on external to elected officials.
- Cheryl Racinger [sic] from New Freedom: Commented that the Borough Solicitor had said that he doesn’t represent the citizens but rather the Council. She wants the solicitors to get together and settle out and mediate some of these issues. She had comments about poor results from State Police when having lived in area not service by a local PD.
- Crystal [sic] of New Freedom: Asked about School Officers. She was asked to address the issues raised by her questions with the School Board.
- Dave Schlenoff of New Freedom: Where did the merger with Southwestern Regional Police Department come from? He had researched Borough Solicitor Hovis’ on-line bio and discovered that one of his claimed specialties is Mergers of Municipal Police Departments. It begs the question regarding who is preplanning and thinking about what. (Applause)
- Bryn Burnet [sic] of New Freedom: She said that she heard the Commission says that incidents are driving PPU’s. She asked if the incidents are weighted. Commissioner Herzberger answered that all incident are averaged to be 45 minutes and that for longer incidents such as robberies combined with shorter incidents that it works out to a rolling average. He explained more details.
- Denise Switcher [sic] of New Freedom: If New Freedom withdraws, how is the balance of financial data calculated? Solicitor Ruth replied that there’s a separation agreement for any municipality that ceases to be a member by July 1. Appraisals and actuaries will be done on all hard assets that the department owns and that would be offset by the liabilities such as pensions, health care, and other on-going obligations. If the results can’t be agreed to, it may have to go to court.
- Doug Brent asked if the PPU system was to be followed by the 4 members and then bring the contract customers on to PPU’s. Solicitor Ruth explained that Winterstown was already a contract customer with Stewartstown prior to the merger at an hourly rate and that we’re honoring that contract for its 5 year period. It expires March 2019. Doug asked if this was the original intent. Commissioner Blum answered yes. Doug asked why all of the arguing continues if that was the case? There was more discussion and no clear answer.
- Andy Bobby of New Freedom: Why are people throwing monkey-wrenches into something that works, and why the NF Solicitor also threw a monkey wrench into what Council had voted and agreed to, compared to what was offered in the contracted received and discussed this evening.

He also asked who was going to pay for the billable hours required for the Borough Solicitor to make corrections. Chairman Trout reminded him that he's speaking to the wrong body and that his questions must be dealt with by NF Borough Council. Andy continued to address and clarify his questions.

- Betsy Wilson of New Freedom: Are we past the point where we can't just go back to the way things worked previously. The response was discussed by Commissioners Blum and O'Brien, the Solicitor, and Chairman. Solicitor Ruth said that the current 18 month agreement may "sunset" and the IGA takes over after that. Chief Boddington also contributed to the understanding of the agreements. There were more questions regarding how the mistakes of the NF Borough Solicitor will be paid. The questioners were directed, again, to address the concerns with New Freedom Council.
- Inge Andrews of New Freedom: Further questions regarding who Solicitor Hovis works for. It's made clear again that the tax payers money goes for him to represent the Council, not the community members. The citizens were told that they may pursue hiring another attorney to represent them.

ACTION

Chairman Trout asked if the Commission wishes to take action regarding the proposal before the Commission from New Freedom. Commissioner Buchanan asked the New Freedom representatives if they were withdrawing the New Freedom offer. They answered that they're not empowered to do that.

Commissioner Buchanan said that he'll make a motion that the contract represented here is not what the actual motion that was made, voted on, and passed at New Freedom's Borough Council Meeting. He moves to reject the offer in its entirety. He also clarified that the 30 day notice regarding crime clearance rates and tracking response times, and reference to 6 month notice, must be removed in any future offers. Commissioner Stewart seconded the motion.

Discussion: Commissioner Stewart: New Freedom has to stop playing games. He encouraged the New Freedom representatives to help their Council get consensus and come back as full members. (Applause) He said that prior to getting involved with local government and running for office, he'd heard horror stories about the Police Commission, is new to it, and he came on Glen Rock Borough Council because he wants to see our communities thrive and be safe. He thanked and acknowledged Commissioner O'Brien for the changes of mind that he's observing currently.

Commissioner O'Brien acknowledged the difficulties in negotiating these sorts of details in public meetings and asked people to consider both a full member alternative and as well as a full service contract customer with no representation the Commission. The discussion continued.

Commissioner Sharkey reviewed the calendar of meetings. He asked the New Freedom Council members present to call a special meeting to govern and accomplish what must be done. They committed to do this.

A re-statement of the motion was asked for and it was clarified as above. After discussion, Commissioner Buchanan amended his motion to reject the proposal in its entirety. The second to the amended motion was confirmed by Commissioner Stewart.

Roll Call Vote:

Stewartstown Representatives: For the motion

Shrewsbury Representatives: Approved or For the motion

Glen Rock: Approval

New Freedom: Abstaining

Chairman Trout acknowledged Six affirmatives and two abstentions. The motion carries.

MORE PUBLIC COMMENTS:

Jerri Latham [sic] of New Freedom: Asked New Freedom Council members present what the citizens can do to help the 3 favorable Council members persuade the remaining Council members. The response was for them to continue to show up at Council meetings. They should also contact individual Council members using the contact information available on the Borough Web site.

ADJOURNMENT

A motion was made by Commissioner Sharkey, seconded by Commissioner Buchanan, to adjourn. That motion passed unanimously.

April 12, 2018

Steven M. Hovis, Esquire
Direct Dial: (717) 849-4105
shovis@stockandleader.com

Southern Regional Police Commission
47 East High Street
New Freedom, PA 17349

RE: New Freedom Borough Contract for Services

Dear Commission Members:

At its April Borough Council meeting, New Freedom Borough authorized sending to the Southern Regional Police Commission a new proposal for the purchase of police services from the Southern Regional Police Department. The motion indicated that the level of service would be at a level comparable to its current service. Furthermore, the price would be at the rate necessary to recover costs based on actual hours. Enclosed herewith please find said proposal.

The Borough has evaluated its 2018 proposed hours and determined that the amount is 4,200 actual hours. As discussed at length at the Commission, actual hours do not include the administrative hours incurred by the Department. Furthermore, the actual hour hourly rate has been calculated to be \$119.20/hour.

Should you have any questions, please do not hesitate to contact me. We look forward to hearing from you in the near future.

Very truly yours,



Steven M. Hovis

SMH/jlr
Enclosure

cc: New Freedom Borough Council
Glen Rock Borough
Shrewsbury Borough
Stewartstown Borough
Peter T. Ruth, Esquire

CONTRACT FOR POLICE SERVICES BETWEEN
SOUTHERN REGIONAL POLICE DEPARTMENT AND NEW FREEDOM BOROUGH

AND NOW, this ___ day of _____, 2018, in consideration of the mutual covenants and conditions set forth herein, the **SOUTHERN REGIONAL POLICE COMMISSION** (hereinafter referred to as the "Commission") and the **BOROUGH OF NEW FREEDOM**, York County, Pennsylvania (hereinafter referred to as "New Freedom") hereby enter into this Contract for Police Services (hereinafter referred to as "Contract") for the purpose of the **SOUTHERN REGIONAL POLICE DEPARTMENT** (hereinafter referred to as the "Department") providing police services to New Freedom within the New Freedom geographical and jurisdictional limits.

ARTICLE I
NATURE AND SCOPE OF POLICE SERVICES

The Department shall provide by and through this Contract to New Freedom police protection through the sworn police officers of the Department. The Department shall serve and be recognized as the officially designated municipal police service provider within New Freedom Borough for the duration of this contract and consistent with the terms and conditions set forth herein. Except for the limitations provided in Article 6 hereof, the Department shall provide 24/7 coverage to New Freedom and shall answer police calls, investigate accidents, enforce New Freedom's ordinances and the Pennsylvania Motor Vehicle Code, investigate and make arrests for criminal acts in violation of the Pennsylvania Crimes Code, operate speed checks, attend court proceedings as required, and provide routine patrolling within New Freedom for four thousand two hundred (4,200) "Actual" service hours per year. Actual hours shall not include administrative time but shall be hours during which police service is being provided to New Freedom. The parties reserve the right to increase or decrease the hours of service set forth in this Article I from time to time by written amendment to this Agreement. All police officers to serve in New Freedom Borough shall be certified under Act 120 prior to such service.

ARTICLE II
WRITTEN REPORTS

The Department shall provide a monthly report to New Freedom of all incidents consistent with the monthly report attached hereto, incorporated herein and marked as Exhibit A and "Actual" service hours provided to New Freedom consistent with the monthly report provided to other contracting municipalities which is attached hereto, incorporated herein and marked Exhibit B. Additionally, the Department shall supply an annual report as soon after the calendar year as is practical, detailing the activities of the Department's police personnel, "Actual" hours provided to New Freedom and crime statistics.

ARTICLE III
RATE FOR SERVICES

New Freedom agrees to pay the Department for the police services performed hereunder at the rate of One Hundred Nineteen and 20/100 Dollars (\$119.20) per hour during the term of this Contract. Payments shall be made monthly within fifteen (15) days of submission of an invoice by the Department or the Commission, as the case may be. The Department reserves the right to increase the hourly rate on an annual basis, provided, however, that any such increase shall be the lesser of three (3.00%) percent or the percentage increase of the annual cost of a PPU allocated to the Department's Charter Municipalities.

ARTICLE IV
EMPLOYMENT ISSUES

In providing services under this Contract, the said police officers shall be and remain at all times, employees of the Department and the Commission, and not of New Freedom. Said officers shall remain subject to the ultimate authority and direction of the Department and the Commission and not New Freedom. The Department and the Commission agree to indemnify and hold New Freedom harmless from any and all third party claims, costs, and expenses including reasonable attorney's fees for the defense of any such claims arising from the conduct or management of the Department's police personnel while rendering police services under this Contract.

ARTICLE V
INSURANCE

The Department and the Commission hereby covenant and agree to furnish coverage on its police personnel and equipment for all times said personnel and equipment are in New Freedom or acting on behalf of New Freedom. The Department and/or the Commission shall carry police liability insurance in an amount of at least One Million (\$1,000,000.00) Dollars and automobile liability insurance in an amount of at least Three Hundred Thousand (\$300,000.00) Dollars per occurrence.

ARTICLE VI
TERM AND TERMINATION OF CONTRACT

The term of this Contract shall be for three (3) years, to commence on January 1, 2019 and shall terminate on December 31, 2021 at 11:59 p.m.; provided, however, that either party

hereto may terminate this Agreement prior to the expiration date stated above upon giving the non-terminating party notice of such termination at least six (6) months prior to the end of the fiscal year for the year in which such notice is given. In the event such notice is given between January 1 and June 30, this Agreement shall terminate on December 31 of the year such notice is given. If such notice is given between July 1 and December 31, this Agreement shall terminate on December 31 of the year following when such notice is given. It is the understanding of both parties that the need for the aforementioned notice of termination period is to provide the Department with enough time to complete, and approve, an accurate and feasible annual budget for the year following the termination of this Agreement.

Notwithstanding the above, New Freedom shall have the right to terminate this Agreement prior to the expiration date if the quality of service being provided to New Freedom falls below the service provided New Freedom for the 2018 calendar year. New Freedom shall provide notice to the Commission thirty (30) days prior to the date of termination. The quality of service shall be measured by factors including, but not be limited to, the Part I and Part II crime clearance rates, response times to calls and hours during which New Freedom had an officer assigned to and patrolling in New Freedom.

ARTICLE VII **MUNICIPAL ACTION**

The Commission and New Freedom have taken all predicate municipal action by motion, resolution, ordinance, or otherwise, as the case may be, to make this Agreement between the parties hereto legally binding and fully enforceable.

IN WITNESS WHEREOF, and pursuant to resolutions duly adopted by the governing body of the parties hereto, the parties have caused this Contract to be executed by their respective duly authorized representatives as of the day and year first above written.

ATTEST:

SOUTHERN REGIONAL POLICE
COMMISSION

Secretary

By: _____
Chairman

ATTEST:

BOROUGH OF NEW FREEDOM

Secretary

By: _____
President

Date: _____, 2018