

**TOWNSHIP OF LOWER NAZARETH
NORTHAMPTON COUNTY, PENNSYLVANIA**

ORDINANCE NO. 225-0418

AN ORDINANCE

**AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL
COOPERATION AGREEMENT BY THE TOWNSHIP OF LOWER
NAZARETH WITH THE TOWNSHIP OF HANOVER, NORTHAMPTON
COUNTY, PROVIDING FOR AMENDMENT TO THE ARTICLES OF
AGREEMENT OF COLONIAL REGIONAL POLICE COMMISSION.**

WHEREAS, by Ordinance No. 125, the Board of Supervisors of Lower Nazareth Township authorized entry into a joint agreement among Bath Borough, Hanover Township (Northampton County), and Lower Nazareth Township for the creation of the Colonial Regional Police Commission and authorized execution of Articles of Agreement dated May 10, 1995 for the creation and operation of said Commission; and

WHEREAS, the parties to the aforesaid Articles of Agreement entered into certain amendments thereto on December 7, 1998 and March 12, 2013; and

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

WHEREAS, Lower Nazareth Township and Hanover Township, Northampton County, desire to continue to associate themselves in the regional police department known as the Colonial Regional Police Department.

NOW, THEREFORE, be it enacted and ordained by the Board of Supervisors of Lower Nazareth Township, Northampton County, Pennsylvania (the "Township"), and it is hereby enacted and ordained by authority of the same,

pursuant to the provisions of the Second Class Township Code, Act of May 1, 1933, P.L. 103, as amended, Act of July 11, 1991, P.L. 83, pursuant to the Intergovernmental Cooperation Act, Act of July 12, 1972, No. 180, as amended, and pursuant to Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, and pursuant to the authority granted by law, as follows:


1. The Board of Supervisors of Lower Nazareth Township, Northampton County, Pennsylvania, are hereby authorized and directed to execute Amended Articles of Agreement for the Colonial Regional Police Commission between Lower Nazareth Township, Northampton County, and Hanover Township, Northampton County, hereby referred to as Amended Articles of Agreement. The specific terms thereof including those required by 53 Pa. C.S.A. 2307 are contained within the Amended Articles of Agreement attached hereto, made a part hereof, and marked Exhibit "A" and incorporated herein by reference. Lower Nazareth Township shall cooperate with Hanover Township (Northampton County) to accomplish the conditions of the Amended Articles of Agreement and all Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.

2. This Ordinance shall become effective immediately.

BE IT ENACTED AND ORDAINED this 11th day of April, 2018.

LOWER NAZARETH TOWNSHIP

ATTEST:


TAMMI DRAVECZ, Secretary

BY: 
MARTIN BOUCHER, Vice Chairman

COLONIAL REGIONAL POLICE DEPARTMENT

AMENDED ARTICLES OF AGREEMENT

HANOVER TOWNSHIP - LOWER NAZARETH TOWNSHIP

THESE ARTICLES OF AGREEMENT made this 10 day of April, 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

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 JOINDER 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

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.

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

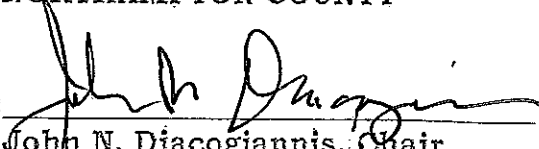
IN WITNESS WHEREOF, the parties hereto have executed the same the day and year first above written.

Attest:

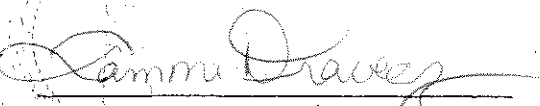

Elizabeth D. Ritter, Secretary
Board of Supervisors

HANOVER TOWNSHIP,
NORTHAMPTON COUNTY

By:



John N. Diacogiannis, Chair
Board of Supervisors

Attest:


Tammi Dravec, Secretary
Board of Supervisors

LOWER NAZARETH TOWNSHIP,
NORTHAMPTON COUNTY

By:


Martin Boucher, Vice Chairman
Board of Supervisors