

Kiskiminetas Township, Armstrong County, Pennsylvania

Ordinance No: \_\_\_\_\_

**AN ORDINANCE OF KISKIMINETAS TOWNSHIP, ARMSTRONG COUNTY, PENNSYLVANIA, (I) DISBANDING THE KISKI TOWNSHIP POLICE DEPARTMENT; (II) JOINING THE SOUTHERN ARMSTRONG REGIONAL POLICE DEPARTMENT; (III) APPROVING AND AUTHORIZING PROPER TOWNSHIP OFFICIALS TO EXECUTE A PARTICIPATING MUNICIPALITY AGREEMENT; AND (IV) AUTHORIZING PROPER TOWNSHIP OFFICIALS TO TAKE ALL OTHER ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO DISBAND THE KISKI TOWNSHIP POLICE DEPARTMENT AND JOIN THE SOUTHERN ARMSTRONG REGIONAL POLICE DEPARTMENT.**

WHEREAS, Section 1901 of the Pennsylvania Second Class Township Code (the “Code”), 53 P.S. § 66901, authorizes the Kiskiminetas Township Board of Supervisors (the “Kiski Township”) to disband a police force within the Township; and

WHEREAS, the power to create and participate in a regional police department, and the authority to contract for the provision of police services within Kiski Township, are granted to Kiski Township by the Code, the Pennsylvania Intergovernmental Cooperation Act, 53 Pa. C.S. §§ 2301-2317, and the Constitution of the Commonwealth of Pennsylvania, Article IX, Section 5, et. seq.; and

WHEREAS, on or about August 24, 2022, the Borough of Freeport and the Township of Gilpin, Armstrong County, entered into an Intergovernmental Cooperation Agreement titled “Southern Armstrong Regional Police Department Charter Agreement” (the “Charter Agreement”) for the purpose of creating a regional police department, known as the Southern Armstrong Regional Police Department (the “SARPD”); and

WHEREAS, on or about December 28, 2022, the Borough of Ford City, Armstrong County, and SARPD entered into a Participating Municipality Agreement, whereby the Borough of Ford City became a Participating Municipality in, and secured the provision of police services from, the SARPD; and

WHEREAS, the Board of Supervisors finds that there is an urgent need for uniformity, continuity, and cost effectiveness in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of Kiski Township; and

WHEREAS, the Board of Supervisors has determined that the provisions of police services across historical municipal lines will maintain or increase Kiski Township's ability to preserve and protect the public safety and welfare of the residents of Kiski Township; and

WHEREAS, Kiski Township Board of Supervisors ("Board of Supervisors") desires to (1) disband its existing police force, the Kiski Township Police Department, (2) become a Participating Municipality in the regional police department known as the Southern Armstrong Regional Police Department, pursuant to the Charter Agreement; (3) appoint and accept the SARPD as the police force of Kiski Township, and (4) authorize proper Township officials to take all other action and execute all documents necessary to disband the Kiski Township Police Department, and appoint and accept the SARPD as the police force of Kiski Township.

**Section 1. Abolishment and Resultant Termination of Employment**

1.1 The Kiski Township Police Department shall be disbanded and abolished effective the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at 11:59:59 pm.

**Section 2. Resultant Termination of Employment**

2.1 As a logical and necessary result of the disbanding of the Kiski Township Police Department, the employment of all Kiski Township employees employed in the Kiski Township Police Department is hereby terminated, effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, at 11:59:59 pm.

**Section 3. Appointment of Southern Armstrong Regional Police Department**

3.1 The Southern Armstrong Regional Police Department or SARPD is hereby appointed and accepted as the police force of Kiski Township, effective as of the the \_\_\_\_ day of \_\_\_\_\_, 2024, at 12:00 am.

3.2 Kiski Township shall serve as a Participating Municipality as that term is defined under the Southern Armstrong Regional Police Department Charter Agreement, dated August 24, 2022, as amended. A true and correct copy of the Charter Agreement, and one Resolution of Amendment thereof are attached hereto, collectively, as Exhibit "A."

3.3 The form of Participating Municipality Agreement between Kiski Township and SARPD, a true and correct copy of which is attached hereto as Exhibit "B," is hereby approved, and proper officials of Kiski Township are hereby authorized and directed by the Board of Supervisors to execute the same.

**Section 4. Lease of Real Property**

4.1 The form of Lease Agreement between Kiski Township and SARPD, a true and correct copy of which is attached hereto as Exhibit “C,” for the SARPD’s use of the Kiski Township Police Department, located within the Kiski Township Municipal Building, as a SARPD substation, is hereby approved, and proper officials of Kiski Township are hereby authorized and directed by the Board of Supervisors to execute the same

**Section 5. Intergovernmental Cooperation**

5.1 As required by the Intergovernmental Cooperation Act, 53, Pa. C.S. §§ 2301-2317, the following matters are specifically found and determined:

- a) The conditions of Kiski Township’s agreement with SARPD are found in the Charter Agreement and the Participating Municipality Agreement, respectively attached hereto as Exhibit “A,” and Exhibit “B.”
  
- b) The initial term of the Charter began on August 24, 2022, and shall end on December 31, 2037, with automatic renewals from year to year thereafter, subject to the dissolution of the SARPD. The duration of the Participating Municipality Agreement shall begin on the date of mutual execution by the parties and continue in conjunction with, and until termination of, the Charter or Kiski Township’s withdrawal from the SARPD as a Participating Municipality in accordance with the provisions of the Charter, whichever occurs first in time.
  
- c) The purpose and objective of the Charter Agreement and the Participating Municipality Agreement, including the powers and scope of authority delegated in each, are found in the Charter Agreement and the Participating Municipality Agreement, respectively attached hereto as Exhibit “A,” and Exhibit “B.”
  
- d) The manner and extend of financing the SARPD is addressed in Articles VII and VIII of the Charter Agreement, with each Participating Municipality, as the term is defined in the Charter Agreement, contributing a percentage of the costs of annual operation of the SARPD based on a population apportionment formula. Specifically, with respect to Kiski Township’s cost contribution, as the same is set forth in Section 3 of the Participating Municipality Agreement, it shall contribute \$\_\_\_\_\_ annually, or \$\_\_\_\_\_ bi-monthly, pursuant to the said formula, which cost contribution is subject to reevaluation every three years, pursuant to Article VII, Section A of the Charter Agreement. In addition thereto, Kiski Township shall pay the SARPD a one-time admission fee of \$\_\_\_\_\_ to cover the costs associated with admission to SARPD.
  
- e) Pursuant to the Charter Agreement, the SARPD shall be under the general supervision and control of the SARPD Commission, which, as of the \_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ will be comprised of two members from Gilpin Township, two members from Freeport Borough, two members from Ford City Borough, and two members from Kiski Township. The Commission will, at all times, also have one alternate member, from one of Gilpin Township or Freeport Borough.

f) Certain property and equipment of Kiski Township is to be contributed or transferred to the SARPD. All purchases of property and/or equipment are to be made and disposed of as provided in the Agreement. Thereafter, property, both real and personal, shall be acquired, managed, licensed, and disposed of from time to time as the SARPD Commission may determine to be necessary or appropriate to meet the purpose and objectives of the SARPD, and at all times in a manner fully in compliance with applicable federal and state laws, statutes, regulations, policies, and rules.

g) The SARPD Commission shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

**Section 6. Full Additional Authority of Proper Officials**

6.1 Proper Kiski Township officials are hereby authorized and directed on behalf of Kiski Township to take all other actions, and execute and deliver all other documents, deemed appropriate and necessary to effectuate the purposes of this Ordinance, including without limitation, disbanding the Kiski Township Police Department, and accepting and appointing the SARPD as the police force of Kiski Township.

**Section 7. Repealer**

7.1 Any and all prior ordinances and/or resolutions and/or any and all portions of prior ordinances and/or resolutions that are in conflict with this Ordinance are hereby repealed to the extent of such conflict. The remaining prior ordinances, resolutions and/or portions thereof not modified hereby shall remain the same.

**Section 8. Powers of Commission**

8.1 The Southern Armstrong Regional Police Department Commission is, and shall at all relevant times be, empowered to enter into contracts for the purchases of property, equipment, materials and supplies, and shall be authorized to enter into contracts for policies of group insurance and employee benefits, including social security, for its employees, subject to the budgetary restrictions and other provisions contained in said Agreement, and shall have all other powers and authority as provided in said Agreement and not otherwise denied by the laws of the Commonwealth of Pennsylvania or the United States of America.

**Section 9. Effect**

9.1 This Ordinance shall take effect in accordance with applicable law.

**ORDAINED** and **ENACTED** during the regular meeting of the Board of Supervisors of Kiskiminetas Township, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Attest:

KISKIMINETAS TOWNSHIP  
BOARD OF SUPERVISORS:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_