**NORTHERN YORK COUNTY REGIONAL POLICE**
**BOARD OF COMMISSIONERS MEETING**

June 18, 2024

## AGENDA

Open Meeting
Pledge of Allegiance
Public Comment
May 21, 2024 Minutes
Financial Report
Chief's Report
Solicitor's Report

## OLD BUSINESS

## NEW BUSINESS

*Permanent Appointment to Rank of Corporal:*
- *Cpl Gage Baumgardner*
- *Cpl Brian Schantz*

*Resignation of Commissioner Andrew Kroft*
- *Commission Secretary Replacement*
- *Building Committee Appointment*

*Indemnity Agreement between NYCRP Commission and NP Manchester Commerce Center, LLC*

*Temporary Construction Easement between NYCRP Commission and NP Manchester Commerce Center, LLC*

*Easement Agreement between NYCRP Commission and Met-Ed*

*Approval to Hire Counsel for Reverse Subdivision*

*Charter Agreement Revision: Discussion*

*Building Finance and RACP Update*

**NYCRP**
**MINUTES OF THE BOARD OF COMMISSIONERS MEETING**

**May 21, 2024**

Chairperson Wilhide called the meeting to order at 6:00 p.m. In attendance were Commissioners, Andrew Kroft, Michael Cashman, Mark Wenrich, Rose Kirkpatrick, Dennis Ilyes, Nancy Brunk, and Clark Craumer as well as Solicitor Rudolf, Diane Wales, and Chief Lash. Commissioner Matthew Bollinger from Heidelberg Township was absent. Commissioner Emily Miller from Jackson Township was absent, alternate Commissioner Brad Dunham attended. Commissioner Rodney Brandstedter from Manchester Township was absent, alternate Commissioner David Chiaverini attended.

After the Pledge of Allegiance, public comment was requested. There was no public comment.

The minutes of the April 23, 2024, meeting was presented. A motion was made by Michael Cashman, second by Mark Wenrich, and unanimously carried.

The Financial Reports April 2024, which includes earned interest, deposits, and withdrawals (checks written and EFT transactions), made to the S&T Bank Operating Accounts, the Dorothy Kling Fund, and the Health Insurance Fund, were presented for approval. The Board accepted this report on a motion by Clark Craumer, second by Andrew Kroft, and unanimously carried.

The Chief's Report for April 2024 was presented to the Board. The reports were accepted on a motion by Michael Cashman, second by Mark Wenrich, and unanimously carried.

Solicitor's Report – No report given.

OLD BUSINESS

NEW BUSINESS

*Chief's Commendation: Chairperson Wilhide presented the following individuals with a Chief's Commendation for their actions during an incident in North Codorus Township.*

- *Sgt Cody Becker*
- *Cpls Adam Eisenhart and Brian Schantz*
- *Officers Braden Brandt, Logan Chetaitis, Michael Miller, and Kevin Smith*

*Contract for Cellular Communications Tower at Substation:* On a motion by Andrew Kroft, second by Dennis Ilyes, and unanimously carried, the Commission awarded the cell tower construction contract to eciWireless in the amount of $606,187.00. eciWireless was the lowest bidder during the RFP process and the contract award is 100% funded through a DCED grant.

*Pension Amendment #5:* On a motion by Michael Cashman, second by March Wenrich and unanimously carried, the Commission approved Pension Amendment #5.

*Charter Agreement Revision:* A motion to table the Charter Agreement revision discussion was brought forth by David Chiaverini, however, the motion died due to a lack of second motion. Discussion was held regarding the revision of the Charter Agreement. Further revision discussions will occur throughout the remainder of the year.

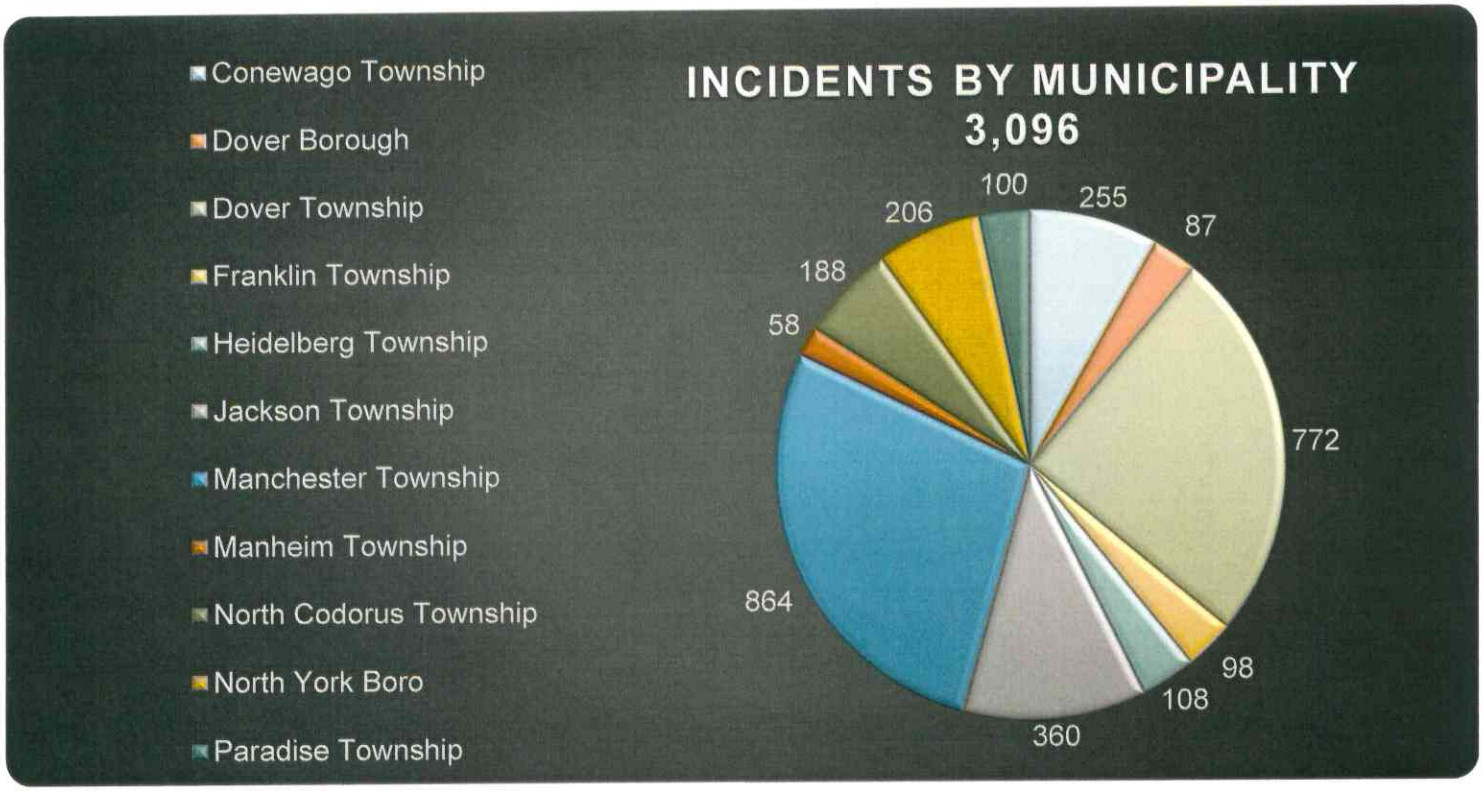
*Executive Session:* On a motion by Clark Craumer, the Commission entered an Executive Session at 7:09 pm to discuss litigation matters. On a motion by Michael Cashman, the Board reconvened from Executive Session at 7:28pm.

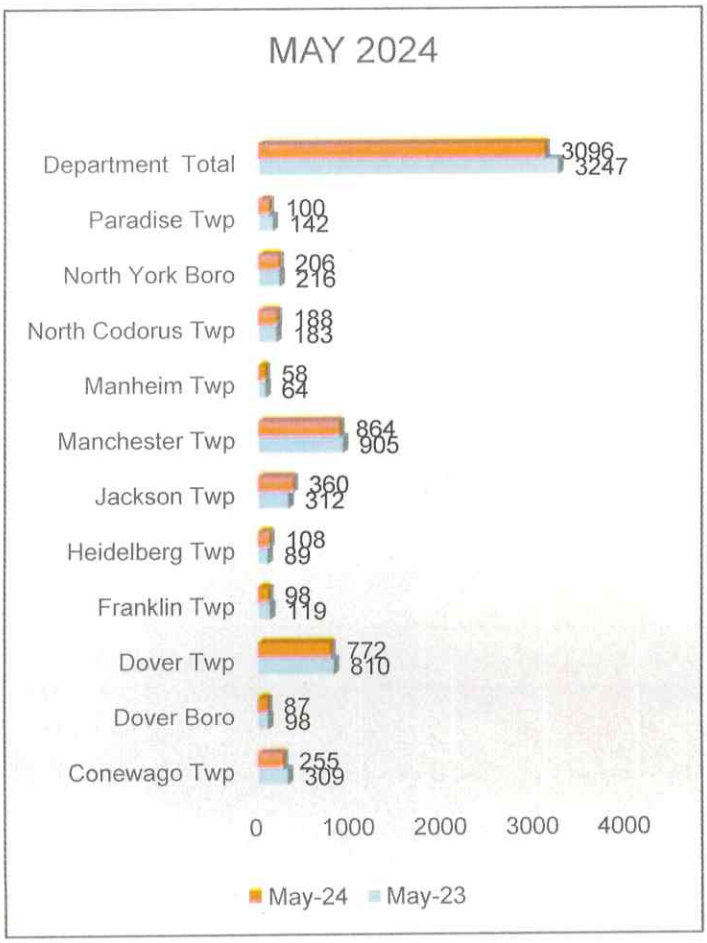
On a motion by Michael Cashman, Chairperson Wilhide adjourned the meeting at 7:29 pm.

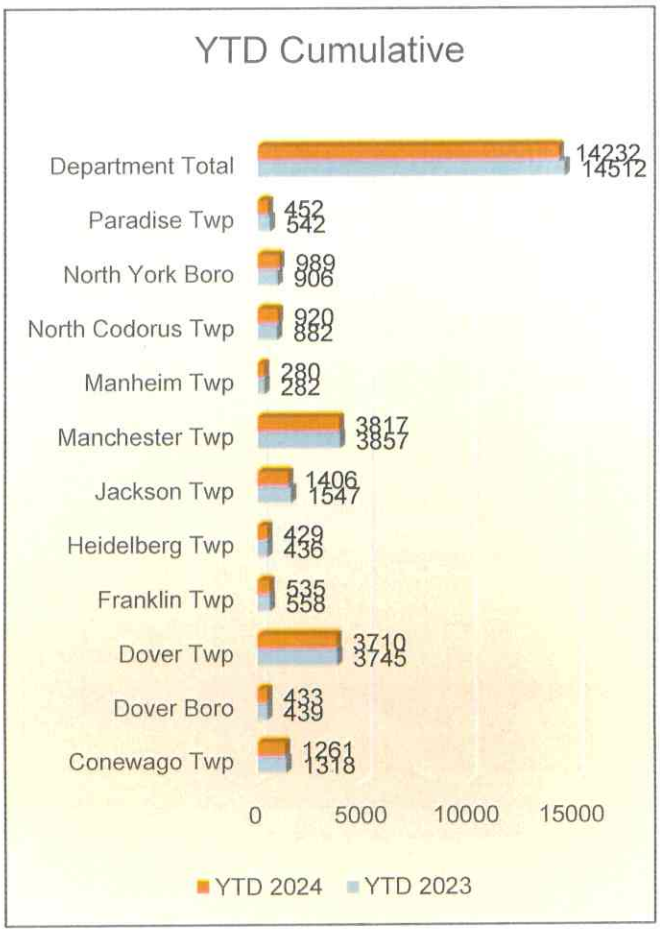
# NYCRPD FINANCIAL STATEMENT
June 18, 2024

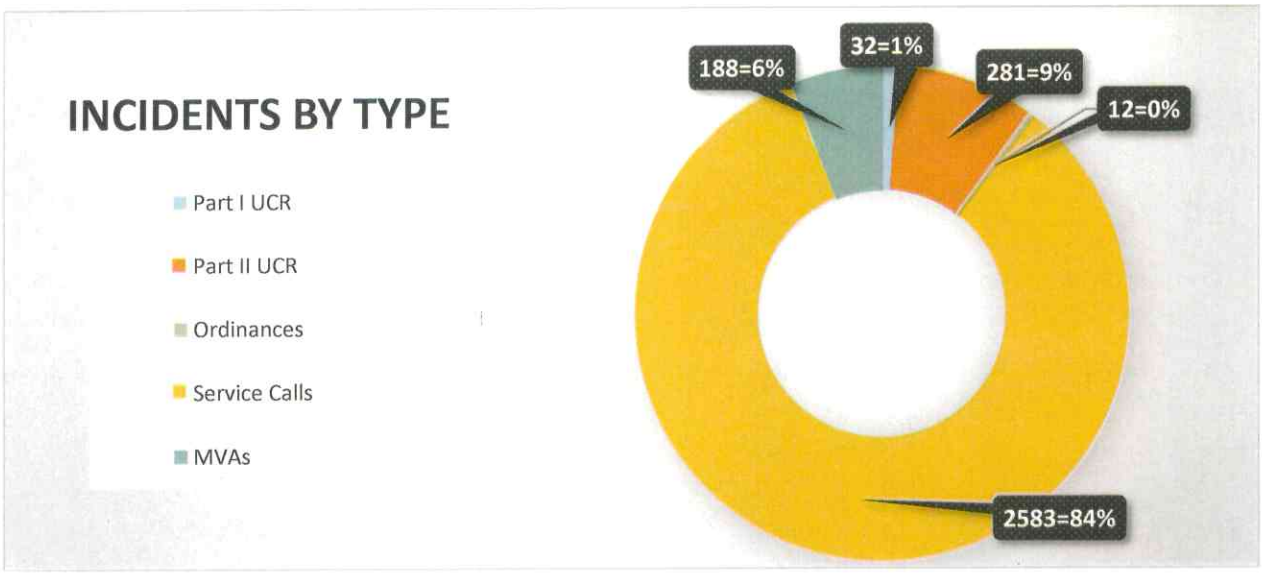
| | May | June |
|---|---|---|
| **CHECKING ACCOUNT** | | |
| Balance Carried Forward | 3,346,360.06 | 2,558,603.23 |
| Interest | 1,570.44 | 1,354.78 |
| Deposit(s) | 332,987.16 | 1,225,552.79 |
| Pension Sinking Fund | 382,232.19 | 382,232.19 |
| Technology Sinking Fund | 245,597.79 | 245,597.79 |
| Capital Improvement Fund | 579,219.07 | 492,455.38 |
| Withdrawal(s) | 1,181,872.24 | 1,125,701.56 |
| **ACCOUNT BALANCE** | 3,706,094.47 | 3,780,094.60 |
| >>>>

# CHIEF'S REPORT: MAY 2024



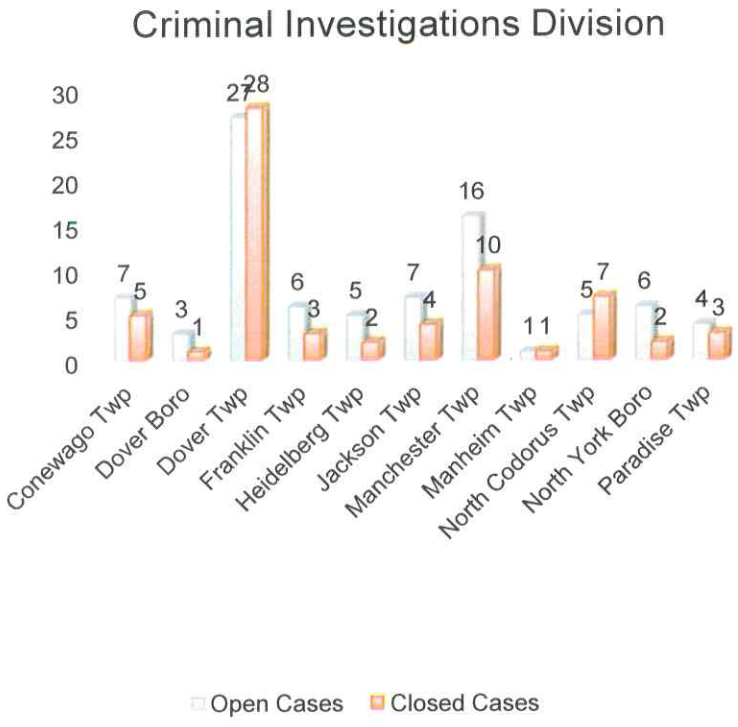






## CRIMINAL ARRESTS

DURING MAY 2024, PATROL AND CID ARRESTED 229 CRIMINAL DEFENDENTS WHICH IS 13 LESS ARRESTS THAN MAY 2023. OF THE 229 ARRESTS, 40 WERE FELONIES, 120 WERE MISDEMEANORS AND 69 WERE SUMMARIES.




## Self-Initiated Traffic Investigations

Patrols conducted over 1,500 self-initiated traffic investigations during the month of May 2024. Not included in that figure are the 19 drivers arrested for Driving Under the Influence (DUI) of Drugs/Alcohol.

The average BAC was .151 by volume, the lowest BAC being .019 and the highest BAC being .226 by volume.

In the area of traffic law enforcement, the following occurred during the month of May 2024 compared to the month of May 2023.

| | May-23 | May-24 | Difference |
|---|---|---|---|
| Traffic Citations | 932 | 1128 | 196 |
| Warning/Faulty Equipment | 334 | 431 | 97 |
| Parking Tickets | 6 | 8 | 2 |
| Injury Accidents | 18 | 26 | 8 |
| Injuries | 25 | 31 | 6 |
| Accidents | 167 | 188 | 21 |

# TRAINING REPORT:

*May 6-7:*
Officers Budner, Crean, McCauslin, Stitt and Weyandt attended Single Officer Rapid Deployment (SORD) Training held at the NYCRPD and Dover Middle School.

*May 7, 2024:*
Sgt Kulak attended the CLEAN TAC Officer Yearly Update Training held at the PA Game Commission building in Harrisburg.

*May 9, 2024:*
Cpl Cicale and Detectives Emenheiser, Hine and Lebo attended Land and Water Death Scene Training held at the Chambershill Fire Department in Harrisburg.

*May 16-17, 2024:*
Officers Gelbaugh, Green, Martin and M. Miller attended Single Officer Rapid Deployment (SORD) Training held at the NYCRPD and Dover Middle School.

*May 20-21, 2024:*
Officers Forry, Marmolejos, Ruby, Smith and Stitt attended Single Officer Rapid Deployment Training (SORD) held at the NYCRPD and Dover Middle School.

*May 20-21, 2024:*
Officers Kane and Stoltzfus attended National De-Escalation Training Center Basic De-Escalation Training held at the Springettsbury Township Police Department.

**NYCR**
**POLICE DEPARTMENT**

June 3, 2024

**TO:** Board of Commissioners

**FROM:** Chief David Lash

**SUBJECT:** May Activity Report

## MUNICIPALITY

## CONEWAGO TOWNSHIP:

6 Child Endangerment – First block of Hunter Dr. – 2024-019331 – A 30 year old male was arrested after he failed to watch his girlfriend's 8 year old daughter. The child was found wandering around on Hunter Creek Dr.

7 Corruption of Minors – Undisclosed location in Conewago Township – 2024-019387 – An adult is grooming juveniles by sending them sexually explicit pictures via social media.

17 D.U.I. – 1300 block of E. Butter Rd. – 2024-021120 – A 49 year old female was arrested for D.U.I. after she drove away from a domestic dispute.

18 Overdose – 4800 block of Susquehanna Trail – 2024-021246 – A 33 year old male died of an unknown opioid overdose in the restroom at ES3 warehouse.

## DOVER BOROUGH:

8 Stalking – First block of N. Main St. – 2024-019540 – A 29 year old male was charged with repeatedly calling and texting his girlfriend after being told multiple time to cease contact.

## DOVER TOWNSHIP:

3 Unauthorized Use of a Motor Vehicle – 4100 block of Locust Point Ct. – 2024-018721 – A 23 year old female was arrested after she took her boyfriend's mother's car without permission.

6 Dog Law – 1800 block of Fountain Rock Dr. – 2024-019313 – A 55 year old male was cited because his Labrador Retriever ran out of its yard and bit a Border Collie that was being walked by its owner. No serious injury.

9 Extortion – 100 block of Meadowview – 2024-019712 - A 42 year old female had her phone hacked and now the unknown suspect threatens to release her nude photos on social media if she does not pay him money.

11 Theft – 2800 block of E. Berlin Rd. – 2024-020544 – Unknown suspects stole an E-bike off of the victim's front porch.

13 False Reports – 1700/1800 block of Butter Rd. – 2024-020330/020328 – An unknown suspect called in bomb threats to Raycom Electronics and Pro Pallet.

13 Burglary – 3800 block of Carlisle Rd. – 2024-020266 – Two unknown suspects drove a Chevrolet Camaro through the front doors of Thronton Automotive in an attempt to steal a Dodge Challenger Hellcat. The Chevrolet Camaro became hung up in the front doors. The suspects then stole a 2021 Dodge Challenger off of the lot. It was recovered, unoccupied, the next day in Hagerstown, MD.

14 Forgery – 2900 block of Milky Way Dr. – 2024-020564 – An unknown suspect forged and cashed the victim's check for $3,100.00.

19 Theft – 2900 block of Solar Dr. – 2024-021264 – Two 17 year old males were charged with attempting to steal from vehicles.

28 Overdose – 4000 block of Carlisle Rd. – 2024-022674 – A 45 year old male was given one dose of Naloxone to revive him after an unknown opioid overdose.

29 Theft – 4800 block of Carlisle Rd. – 2024-023142 – Unknown suspects made an unauthorized transfer of $2,400.00 out of Harbold's RV bank account.

**FRANKLIN TOWNSHIP**:

8 Missing Person – 200 block of Scotch Pine Rd. – 2024-019546 – An 11 year old Project Lifesaver client continually runs away from home. He cuts his transmitter bracelet off his wrist once he is in the woods. He was located on Capitol Hill Rd. by a good Samaritan.

13 False Reports – 700 block of S. Mountain Rd. – 2024-020332 – An unknown suspect called in a false homicide to the Carroll Township Police Department for a residence in Franklin Township. The agency responded and discovered the homeowner was fine.

14 Stalking – First block of Mary Dr. – 2024-020561 – A 44 year old female who is in prison for stalking her ex-husband is now sending letters to his employer.

**HEIDELBERG TOWNSHIP**

1 Burglary – 6500 block of Old Hanover Rd. – 2024-018348 – Unknown suspects used a pry bar to enter Eastco Enterprises scale house. The suspects then pried open a safe and stole $15,000.00 in cash.

9 Criminal Trespass – 6300 block of York Rd. – 2024-019801 – A 49 year old male was arrested for returning to a property that he had been told several times before not to enter.

**JACKSON TOWNSHIP:**

7 Dog Law – 100 block of Pauline Dr. – 2024-019476 – Three American Bulldogs ran from their yard into the street and attacked a Corgi that was being walked by its owner. The victim refused to press charges.

15 Fraud – 300 block of Lincolnway Dr. – 2024-020700 – A 26 year old lost $151,000.00 in an online crypto currency scam.

25 Animal – 100 block of Chesapeake Estates – 2024-022279 – The police removed a snake that was found behind the homeowner's washing machine.

27 Sex Offense – 1200 block of Knob Run – 2024-022528 – A 12 year old snuck out of her home in the middle of the night to have sex with a 20 year old male she met over social media.

**MANCHESTER TOWNSHIP:**

3 Possession with Intent to Deliver Marijuana – 200 block of Arsenal Rd. – 2024-018805 – A 23 year old male was arrested for P.W.I. Marijuana after he was stopped for an expired registration plate.

5 Motor Vehicle Theft – 2300 block of Mayfield St. – 2024-019149 – Unknown suspects stole a Chevrolet 3500 dump truck that was parked in front of the victim's residence.

6 Criminal Mischief – 2200 block of N. Pointe Dr. – 2024-019299 – A 36 year old male was charged after he uprooted a no parking sign in his yard and put it in the bushes.

7 Drug Act – 1700 block of Detwiler Dr. – 2024-019440 – A 36 year old male was thrashing around shirtless in a retention pond. He was arrested for possession of marijuana. He admitted to being high on cocaine.

11 Criminal Mischief – First block of Parkway Blvd. – 2024-020241 – A 23 year old male was arrested for throwing a brick through the front door to the Parkway Convenience Store. The male had just had an argument with his girlfriend and was angry.

13 Animal – 1000 block of Sequoia St. - 2024-020305 – A homeowner had a snapping turtle in her front yard. The turtle was put in a bucket. The police officer carried it to a marshy area and released the turtle.

13 Criminal Trespass – 3900 block of Susquehanna Trail – 2024-020319 – A 32 year old female and a 51 year old female was charged after they refused to leave the property during a family squabble.

16 Rape – 300 block of Arsenal Rd. – 2024-020980 – A 30 year old female advised she met a man online. She rented a room for them at the Motel 6. She reported that something was put in her drink that made her pass out. When she awoke, she discovered that she was being raped by the unknown male.

16 Fraud – 1200 block of Futurity Dr. – 2024-020935 – A 41 year old female was scammed out of over $2,000.00 attempting to purchase Taylor Swift concert tickets online.

17 Cruelty to Animals – 200 block of Arsenal Rd. – 2024-021104 – A 34 year old male was arrested after is malnourished dog was found near death and suffering from mange.

18 Overdose – 1500 block of Toronita St. – 2024-021143 – A 34 year old male was given two doses of Naloxone to revive him from a fentanyl overdose.

23 Fires – 2400 block of Pin Oak Dr. – 2024-022039 – A 55 year old male died inside his van when it caught fire in his driveway. The cause of the fire remains undetermined.

24 Forgery – 1700 block of N. George St. – 2024-022125 – A 47 year old male is suspected of faxing forged prescriptions to CVS Pharmacy.

**MANHEIM TOWNSHIP**

15 D.U.I. – Hokes Rd. at Glenville Rd. – 2024-020740 – A 51 year old male was arrested for his sixth D.U.I. and Driving While Suspended after he was stopped for an expired inspection.

**NORTH CODORUS TOWNSHIP**

13 Fraud – 5500 block of Stambaugh Rd. – 2024-020367 – A 74 year old female was scammed into believing she had child pornography on her computer. She sent the unknown suspect $31,000.00 in Bitcoin.

17 Forgery – 3500 block of Aldinger Rd. – 2024-021070 – Unknown suspects forged a company's check for $433.23.

**NORTH YORK BOROUGH:**

8 Robbery – First block of W. 8th Ave. – 2024-019648 – A 17 year old strong arm robbed a vape pen off another 17 year old male and his 16 year old male friend. The two friends jumped in their vehicle and hit the robber with their vehicle. The robber fled the scene but was later identified.

13 Stalking – 1000 block of N. George St. – 2024-020384 – A 63 year old female was arrested for continuing to contact her daughter in law about her grandson after being repeatedly told to cease contact.

17 Criminal Mischief – 1400 block of N. George St. – 2024-021751 – Unknown suspects flipped over seven head stones at the Lebanon Cemetery.

19 Criminal Mischief – 1100 block of N. Duke St. – 2024-021260 – Unknown suspects set the victim's backyard trampoline on fire.

22 Criminal Mischief – 1400 block of N. George St. – 2024-021751 – Unknown suspects flipped over a head stone at the Lebanon Cemetery.

26 Weapons – First block of Dewey Ave. – 2024-022489 – A 36 year old male was arrested for punching a 15 year old and threatening to punch everyone else with brass knuckles.

28 Aggravated Assault – 300 block of E. 7th Ave. – 2024-022755 – An 11 year old was biting himself to the point of drawing blood. When restraining the child, he bit multiple staff at the L.I.U.

**PARADISE TOWNSHIP:**

18 Pursuits – 7600 block of Lincoln Hwy – 2024-021142 – A 48 year male was charged with fleeing from a traffic stop at the Rutter's. The police gave chase but discontinued due to excessive speeds.

NORTHERN YORK COUNTY REGIONAL POLICE DEPARTMENT

# STATISTICAL RECAP FOR MAY 2024

| May | Conewago Twp | | Dover Boro | | Dover Twp | | Franklin Twp | | Heidelberg Twp | | Jackson Twp | | Manchester Twp | | Manheim Twp | | N Codorus Twp | | North York Boro | | Paradise Twp | | NYCRPD | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PART I OFF. | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed |
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Inv.Mans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Rape | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 2 | 2 |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 |
| Agg.Assault | 0 | 0 | 0 | 0 | 2 | 3 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 2 | 2 | 0 | 0 | 8 | 9 |
| Burglary | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 |
| Theft | 0 | 0 | 1 | 1 | 4 | 1 | 0 | 0 | 0 | 0 | 2 | 1 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 11 | 4 |
| RetailTheft | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 3 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 6 | 3 |
| Auto Theft | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 1 |
| Arson | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Totals | 0 | 1 | 1 | 1 | 10 | 5 | 0 | 0 | 2 | 1 | 7 | 3 | 7 | 3 | 1 | 1 | 1 | 1 | 3 | 2 | 0 | 1 | 32 | 19 |
| PART II OFF. | Conewago Twp | | Dover Boro | | Dover Twp | | Franklin Twp | | Heidelberg Twp | | Jackson Twp | | Manchester Twp | | Manheim Twp | | N Codorus Twp | | North York Boro | | Paradise Twp | | Totals | |
| Simp.Assault | 5 | 6 | 2 | 2 | 7 | 8 | 2 | 2 | 2 | 2 | 6 | 5 | 10 | 12 | 0 | 0 | 2 | 3 | 5 | 4 | 0 | 0 | 41 | 44 |
| Forgery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Fraud | 1 | 0 | 0 | 0 | 12 | 5 | 4 | 1 | 1 | 0 | 1 | 0 | 10 | 2 | 1 | 0 | 3 | 1 | 1 | 0 | 0 | 0 | 34 | 9 |
| Embezzlmt. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RSP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 2 |
| Vandalism | 0 | 0 | 2 | 1 | 3 | 2 | 1 | 0 | 0 | 0 | 3 | 1 | 3 | 3 | 2 | 0 | 1 | 0 | 3 | 0 | 0 | 0 | 18 | 7 |
| Weap.Viol. | 0 | 0 | 0 | 0 | 1 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 2 | 2 | 0 | 0 | 6 | 8 |
| Prostitution | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SexOffenses | 0 | 0 | 0 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | 0 | 1 | 4 | 5 |
| DrugLaws | 0 | 0 | 0 | 1 | 8 | 9 | 1 | 1 | 1 | 1 | 1 | 0 | 50 | 43 | 0 | 0 | 0 | 0 | 3 | 4 | 0 | 0 | 64 | 59 |
| Gambling | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Of.Family | 2 | 2 | 2 | 1 | 1 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 8 | 6 |
| D.U.I. | 4 | 3 | 0 | 0 | 2 | 5 | 1 | 1 | 1 | 1 | 1 | 1 | 7 | 7 | 1 | 1 | 1 | 2 | 0 | 0 | 0 | 0 | 18 | 21 |
| Liq.Laws | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Pub.Drunk | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 1 | 0 | 0 | 1 | 1 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 5 |
| Dis.Conduct | 0 | 0 | 1 | 1 | 3 | 3 | 1 | 1 | 1 | 1 | 2 | 2 | 8 | 8 | 0 | 0 | 0 | 0 | 5 | 5 | 2 | 2 | 23 | 23 |
| Oth.Offense | 2 | 1 | 2 | 3 | 16 | 16 | 3 | 2 | 2 | 1 | 1 | 1 | 18 | 17 | 0 | 0 | 4 | 3 | 8 | 7 | 2 | 1 | 58 | 52 |
| Totals | 14 | 12 | 9 | 9 | 57 | 55 | 15 | 10 | 8 | 6 | 16 | 11 | 113 | 100 | 4 | 1 | 12 | 10 | 29 | 24 | 4 | 4 | 281 | 242 |
| Ord.Violations | 3 | 3 | 1 | 1 | 2 | 2 | 0 | 0 | 0 | 0 | 2 | 2 | 3 | 3 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 12 | 12 |
| Loitering | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Part 1&2 Off. | 14 | 13 | 10 | 10 | 67 | 60 | 15 | 10 | 10 | 7 | 23 | 14 | 120 | 103 | 5 | 2 | 13 | 11 | 32 | 26 | 4 | 5 | 313 | 261 |
| Service Calls | Conewago Twp | | Dover Boro | | Dover Twp | | Franklin Twp | | Heidelberg Twp | | Jackson Twp | | Manchester Twp | | Manheim Twp | | N Codorus Twp | | North York Boro | | Paradise Twp | | Totals | |
| Other Calls | 218 | 198 | 74 | 68 | 666 | 602 | 79 | 66 | 93 | 78 | 311 | 283 | 677 | 608 | 51 | 48 | 154 | 143 | 168 | 143 | 92 | 84 | 2583 | 2321 |
| MV Accidents | 20 | 20 | 2 | 2 | 37 | 37 | 4 | 4 | 5 | 5 | 24 | 24 | 64 | 64 | 2 | 2 | 21 | 21 | 5 | 5 | 4 | 4 | 188 | 188 |
| TOTAL CALLS | 255 | 234 | 87 | 81 | 772 | 701 | 98 | 80 | 108 | 90 | 360 | 323 | 864 | 778 | 58 | 52 | 188 | 175 | 206 | 175 | 100 | 93 | 3096 | 2782 |

NORTHERN YORK COUNTY REGIONAL POLICE DEPARTMENT

# STATISTICAL RECAP FOR MAY 2024

| MAY | CONEWAGO TWP. | DOVER BORO. | DOVER TWP. | FRANKLIN TWP. | HEIDELBERG TWP. | JACKSON TWP. | MANCHESTER TWP. | MANHEIM TWP | N CODORUS TWP | NORTH YORK BORO | PARADISE TWP | N.Y.C.R.P.D. TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **CRIMINAL** | | | | | | | | | | | | |
| Crim.Invest.Assigned | 7 | 3 | 27 | 6 | 5 | 7 | 16 | 1 | 5 | 6 | 4 | 87 |
| Crim. Invest.Closed | 5 | 1 | 28 | 3 | 2 | 4 | 10 | 1 | 7 | 2 | 3 | 66 |
| Crim.Arrests | 16 | 7 | 51 | 6 | 6 | 12 | 104 | 2 | 6 | 14 | 5 | 229 |
| | | | | | | | | | | | | |
| **TRAFFIC SUMMARY** | | | | | | | | | | | | |
| Injury Accidents | 4 | 1 | 2 | 0 | 2 | 3 | 9 | 0 | 3 | 1 | 1 | 26 |
| Total Injuries | 6 | 1 | 2 | 0 | 3 | 3 | 9 | 0 | 5 | 1 | 1 | 31 |
| Fatal Accidents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Fatalities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Non Injury Accidents | 16 | 1 | 35 | 4 | 3 | 21 | 55 | 0 | 18 | 4 | 3 | 160 |
| Total Accidents | 20 | 2 | 37 | 4 | 5 | 24 | 64 | 2 | 21 | 5 | 4 | 188 |
| Citations Issued | 95 | 40 | 177 | 18 | 39 | 67 | 497 | 13 | 71 | 81 | 30 | 1128 |
| Warnings\Faulty Equip | 14 | 11 | 62 | 4 | 11 | 29 | 223 | 4 | 13 | 45 | 15 | 431 |
| Parking Tickets | 1 | 0 | 1 | 0 | 0 | 5 | 0 | 0 | 0 | 1 | 0 | 8 |
| **ORD. VIOLATIONS** | | | | | | | | | | | | |
| Abandoned Vehicles | 3 | 1 | 1 | 0 | 0 | 0 | 2 | 0 | 0 | 1 | 0 | 8 |
| Curfew | 0 | 0 | 1 | 0 | 0 | 2 | 1 | 0 | 0 | 0 | 0 | 4 |
| Other Ord.Violations | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

NORTHERN YORK COUNTY REGIONAL POLICE DEPARTMENT

# STATISTICAL YEAR TO DATE 2024

| January | Conewago Twp | | Dover Boro | | Dover Twp | | Franklin Twp | | Heidelberg Twp | | Jackson Twp | | Manchester Twp | | Manheim Twp | | N Codorus Twp | | North York Boro | | Paradise Twp | | NYCRPD | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PART I OFF. | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed | open | closed |
| Homicide | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 1 |
| Inv.Mans | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Rape | 0 | 1 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 3 | 6 |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 2 | 0 |
| Agg.Assault | 2 | 2 | 1 | 1 | 8 | 10 | 1 | 2 | 3 | 3 | 1 | 1 | 4 | 5 | 3 | 4 | 0 | 0 | 7 | 6 | 2 | 2 | 32 | 36 |
| Burglary | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 3 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 1 | 8 | 4 |
| Theft | 4 | 0 | 6 | 2 | 24 | 9 | 5 | 0 | 2 | 1 | 10 | 3 | 27 | 11 | 1 | 0 | 9 | 2 | 7 | 3 | 2 | 1 | 97 | 32 |
| RetailTheft | 1 | 1 | 1 | 1 | 14 | 13 | 0 | 0 | 0 | 0 | 3 | 1 | 11 | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 30 | 24 |
| Auto Theft | 2 | 0 | 0 | 0 | 4 | 1 | 1 | 1 | 0 | 0 | 0 | 0 | 4 | 1 | 0 | 0 | 1 | 1 | 1 | 0 | 0 | 0 | 13 | 4 |
| Arson | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| Totals | 9 | 4 | 8 | 4 | 53 | 38 | 7 | 3 | 7 | 5 | 15 | 5 | 49 | 27 | 4 | 4 | 12 | 5 | 18 | 9 | 5 | 4 | 187 | 108 |
| PART II OFF. | Conewago Twp | | Dover Boro | | Dover Twp | | Franklin Twp | | Heidelberg Twp | | Jackson Twp | | Manchester Twp | | Manheim Twp | | N Codorus Twp | | North York Boro | | Paradise Twp | | Totals | |
| Simp.Assault | 21 | 21 | 8 | 7 | 55 | 58 | 12 | 13 | 7 | 7 | 21 | 22 | 37 | 41 | 4 | 4 | 6 | 9 | 20 | 19 | 6 | 8 | 197 | 209 |
| Forgery | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 2 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 8 | 2 |
| Fraud | 11 | 7 | 4 | 1 | 55 | 11 | 13 | 2 | 3 | 0 | 10 | 2 | 36 | 10 | 1 | 0 | 11 | 2 | 8 | 4 | 4 | 0 | 156 | 39 |
| Embezzlmt. | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| RSP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 3 |
| Vandalism | 4 | 0 | 7 | 4 | 18 | 7 | 4 | 1 | 2 | 0 | 7 | 4 | 10 | 4 | 2 | 0 | 4 | 1 | 9 | 2 | 3 | 2 | 70 | 25 |
| Weap.Viol. | 1 | 1 | 2 | 2 | 7 | 7 | 0 | 0 | 0 | 0 | 1 | 1 | 7 | 9 | 0 | 0 | 0 | 0 | 5 | 5 | 0 | 0 | 23 | 25 |
| Prostitution | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| SexOffenses | 3 | 2 | 1 | 0 | 14 | 9 | 0 | 0 | 2 | 1 | 3 | 4 | 3 | 4 | 0 | 0 | 3 | 2 | 4 | 3 | 4 | 2 | 37 | 27 |
| DrugLaws | 4 | 5 | 2 | 4 | 46 | 44 | 2 | 2 | 3 | 3 | 24 | 22 | 101 | 108 | 0 | 0 | 7 | 7 | 17 | 19 | 6 | 7 | 212 | 221 |
| Gambling | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Of.Family | 4 | 3 | 3 | 2 | 6 | 5 | 2 | 1 | 0 | 0 | 0 | 0 | 2 | 1 | 0 | 0 | 2 | 1 | 2 | 1 | 2 | 2 | 23 | 16 |
| D.U.I. | 8 | 6 | 0 | 0 | 19 | 19 | 1 | 1 | 4 | 4 | 6 | 4 | 43 | 48 | 1 | 1 | 6 | 9 | 9 | 10 | 3 | 3 | 100 | 105 |
| Liq.Laws | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 3 | 3 |
| Pub.Drunk | 1 | 1 | 0 | 0 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 12 | 12 | 0 | 0 | 2 | 2 | 1 | 1 | 0 | 0 | 20 | 20 |
| Dis.Conduct | 8 | 9 | 11 | 11 | 31 | 29 | 3 | 2 | 1 | 1 | 11 | 8 | 30 | 28 | 0 | 0 | 3 | 4 | 42 | 40 | 6 | 6 | 146 | 138 |
| Oth.Offense | 17 | 15 | 13 | 14 | 64 | 61 | 12 | 10 | 5 | 3 | 20 | 17 | 88 | 83 | 3 | 2 | 18 | 18 | 28 | 27 | 9 | 7 | 277 | 257 |
| Totals | 83 | 70 | 52 | 46 | 317 | 251 | 50 | 33 | 28 | 20 | 104 | 85 | 378 | 354 | 11 | 7 | 63 | 55 | 145 | 131 | 44 | 38 | 1275 | 1090 |
| Ord.Violations | 25 | 25 | 2 | 2 | 25 | 25 | 1 | 1 | 1 | 1 | 2 | 2 | 13 | 13 | 0 | 0 | 1 | 1 | 29 | 29 | 0 | 0 | 99 | 99 |
| Loitering | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Part 1&2 Off. | 92 | 74 | 60 | 50 | 370 | 289 | 57 | 36 | 35 | 25 | 119 | 90 | 427 | 381 | 15 | 11 | 75 | 60 | 163 | 140 | 49 | 42 | 1462 | 1198 |
| Service Calls | Conewago Twp | | Dover Boro | | Dover Twp | | Franklin Twp | | Heidelberg Twp | | Jackson Twp | | Manchester Twp | | Manheim Twp | | N Codorus Twp | | North York Boro | | Paradise Twp | | Totals | |
| Other Calls | 1042 | 994 | 356 | 322 | 3170 | 2953 | 452 | 420 | 361 | 324 | 1198 | 1115 | 3059 | 2772 | 250 | 231 | 762 | 708 | 766 | 685 | 362 | 334 | 11778 | 10858 |
| MV Accidents | 102 | 102 | 15 | 15 | 145 | 145 | 25 | 25 | 32 | 32 | 87 | 87 | 318 | 318 | 15 | 15 | 82 | 82 | 31 | 31 | 41 | 41 | 893 | 893 |
| TOTAL CALLS | 1261 | 1195 | 433 | 389 | 3710 | 3412 | 535 | 482 | 429 | 382 | 1406 | 1294 | 3817 | 3484 | 280 | 257 | 920 | 851 | 989 | 885 | 452 | 417 | 14232 | 13048 |

NORTHERN YORK COUNTY REGIONAL POLICE DEPARTMENT

# STATISTICAL RECAP FOR YEAR TO DATE 2024

| | CONEWAGO TWP. | DOVER BORO. | DOVER TWP. | FRANKLIN TWP. | HEIDELBERG TWP. | JACKSON TWP. | MANCHESTER TWP. | MANHEIM TWP | N CODORUS TWP | NORTH YORK BORO | PARADISE TWP | N.Y.C.R.P.D TOTALS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **CRIMINAL** | | | | | | | | | | | | |
| Crim.Invest.Assigned | 36 | 9 | 130 | 22 | 13 | 32 | 63 | 4 | 32 | 21 | 11 | 373 |
| Crim. Invest.Closed | 37 | 7 | 117 | 12 | 12 | 24 | 58 | 4 | 33 | 19 | 7 | 330 |
| Crim.Arrests | 59 | 28 | 213 | 22 | 25 | 77 | 347 | 11 | 50 | 93 | 34 | 959 |
| | | | | | | | | | | | | |
| **TRAFFIC SUMMARY** | | | | | | | | | | | | |
| Injury Accidents | 9 | 1 | 16 | 5 | 6 | 12 | 33 | 4 | 12 | 3 | 5 | 106 |
| Total Injuries | 13 | 1 | 18 | 9 | 10 | 14 | 36 | 6 | 17 | 4 | 4 | 132 |
| Fatal Accidents | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| Total Fatalities | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 |
| Non Injury Accidents | 93 | 14 | 129 | 20 | 26 | 75 | 285 | 9 | 70 | 28 | 35 | 784 |
| Total Accidents | 102 | 15 | 145 | 25 | 32 | 87 | 318 | 15 | 82 | 31 | 41 | 893 |
| Citations Issued | 346 | 199 | 871 | 110 | 202 | 413 | 1985 | 100 | 422 | 422 | 202 | 5272 |
| Warnings\Faulty Equip | 82 | 58 | 343 | 35 | 40 | 129 | 911 | 13 | 61 | 180 | 59 | 1911 |
| Parking Tickets | 1 | 14 | 4 | 3 | 0 | 19 | 4 | 0 | 1 | 74 | 2 | 122 |
| **ORD. VIOLATIONS** | | | | | | | | | | | | |
| Abandoned Vehicles | 25 | 2 | 22 | 1 | 1 | 0 | 10 | 0 | 1 | 29 | 0 | 91 |
| Curfew | 0 | 0 | 3 | 0 | 0 | 2 | 7 | 0 | 0 | 0 | 0 | 12 |
| Other Ord.Violations | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**INDEMNITY AGREEMENT**

**THIS AGREEMENT** made this ____ day of _____, 2024, by and between **NORTHERN YORK COUNTY REGIONAL POLICE COMMISSION**, with a business address of 1445 East Canal Road, Dover, Pennsylvania 17315 ("Owner").

AND

**NP MANCHESTER COMMERCE CENTER, LLC**, a Delaware limited liability company with a business address of 3315 North Oak Trafficway, Kansas City, Missouri 64116 ("Developer").

**WHEREAS**, Owner is the owner of property located in Manchester Township, York County, Pennsylvania, known as 1 Regional Way, UPI No. 36-000-MH-0134.00-00000 (the "Property");

**WHEREAS**, Developer is prior owner of the property and the owner of other adjacent property located in Manchester Township intended for an industrial development (the "Project");

**WHEREAS**, in accordance with an Agreement between the Parties dated December 19, 2023 (the "Agreement"), the Developer transferred the property to the Owner;

**WHEREAS**, in accordance with the Agreement, the Owner and the Developer agreed to undertake certain work on the property (the "Work");

**WHEREAS,** in accordance with the Agreement, the Owner and the Developer agreed to a certain allocation of maintenance and repair responsibilities ("Maintenance");

**WHEREAS**, the Owner understands and acknowledges that access to the property is by way of Regional Way, a road constructed by the Developer to be dedicated to Manchester Township (the "Township"); and

**WHEREAS**, the Owner understands and acknowledges that even after Regional Way has been adopted by the Township, the Developer shall be responsible for providing financial security to ensure repair of any damage caused by construction vehicles of Developer or Owner.

**NOW THEREFORE,** intending to be legally bound hereby, the Parties agree as follows:

1. The foregoing recital are incorporated herein and made a part hereof.

2. The Work and Maintenance and the Parties' responsibilities therefor as set forth in the Agreement is hereby confirmed.

3. Owner agrees that it shall be responsible for any damage to Regional Way that may be caused by it, its agents, employees, contractors or subcontractors.

4. To the fullest extent permitted by law, Owner shall indemnify, defend and hold harmless, the Developer and its professional advisors, agents, servants, workmen and employees from and against all suits, claims, actions, damages, losses and expenses, including but not limited to, attorney's fees and all suits, claims, actions, workers' compensation, claims,, damages, losses and expenses, brought by any third parties and/or employees of the Owner or contractors and subcontractors of the Owner or all costs and liabilities related to the Work and Maintenance established under the Agreement or as related to its use of Regional Way. This indemnification extends to any claims to which the Developer may be held responsible for any injury or alleged injury to the person or property of another resulting from the above actions or inactions.

5. The Owner agrees that it shall require that its contractors or subcontractors carry insurance in the amounts and limits as set forth on **Exhibit "A".**

6. To the fullest extent permitted by law, Developer shall indemnify, defend and hold harmless, the Oner and its professional advisors, agents, servants, workmen and employees from and against all suits, claims, actions, damages, losses and expenses, including but not limited to, attorney's fees and all suits, claims, actions, workers' compensation, claims,, damages, losses and expenses, brought by any third parties and/or employees of the Developer or contractors and subcontractors of the Developer or all costs and liabilities related to the Work and Maintenance established under the Agreement. This indemnification extends to any claims to which the Owner may be held responsible for any injury or alleged injury to the person or property of another resulting from the above actions or inactions.

7. This Agreement shall be binding upon the heirs, successors and assigns of the Owner and Developer.

8. This Agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.

9. This Agreement represents the entire understanding of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, contracts, understandings, negotiations, and other arrangements between the Parties.

10. This Agreement may be amended, modified, or supplemented only by written agreement between the Parties.

[INTENTIONALLY LEFT BLANK]

The Parties hereunto set their hands and seals this _____ day of _____, 2024.

ATTEST:

**NORTHERN YORK COUNTY REGIONAL POLICE COMMISSION**

_____

By: _____
Name:
Title:

WITNESS:

**NP MANCHESTER COMMERCE CENTER, LLC**

By: Northpoint Industrial Fund VI, LP, its Sole Member

By: NPD Management, LLC, its General Partner

_____

By: _____
Nathaniel Hagedorn, Manager

NorthPoint DEVELOPMENT

Exhibit A

## Insurance Requirements

Contractor shall carry insurance in the following amounts and limits:

A. Worker's Compensation & Employers Liability
   1. Work Compensation - Statutory
   2. Employer's Liability - $1,000,000 - Bodily Injury - each accident
      $1,000,000 - Bodily Injury by Disease - each employee
      $1,000,000 - Bodily Injury by Disease - aggregate
   3. Specific Wording/Endorsements
      a. **Waiver of Subrogation** in favor of NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and Owner.

B. Commercial General Liability Including Contractual and Completed Operations
   1. Bodily Injury and Property Damage Combined Single Limits
      a. $2,000,000 General Aggregate Limit
      b. $2,000,000 Products-Completed Operations Aggregate
      c. $1,000,000 Bodily Injury and Property Damage Occurrence Limit
   2. Specific Wording/Endorsements
      a. **Additional Insured** on a primary and noncontributory basis - NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and Owner.
      b. **Waiver of Subrogation** endorsement in favor of NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and Owner.
      c. General aggregate limit is applied separately to each project (contractor)

C. Commercial Automobile Liability
   1. Bodily Injury and Property Damage Combined Single Limits
      a. $1,000,000 Combined Single Limit
   2. Specific Wording/Endorsements
      a. **Additional Insured** on a primary and noncontributory basis - NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and Owner.
      b. **Waiver of Subrogation** Endorsement in favor of NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and Owner.

D. Umbrella Excess Liability
   1. $5,000,000 - Each Occurrence and Aggregate Limit
   2. Specific Wording/Endorsements
      a. **Additional Insured** on a primary and noncontributory basis - NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and Owner.
      b. **Waiver of Subrogation** Endorsement in favor of NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns,

as their interests may appear, and Owner.

E. Professional Liability
   1. $2,000,000 each claim
   2. $2,000,000 annual aggregate

F. All certificates shall list NorthPoint Holdings, LLC as the certificate holder.

G. In the "regarding" section of your certificate the following language shall be listed: "All policies except Workers Compensation and Professional Liability shall include NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and owner as additional insured on a primary and non-contributory basis for claims as required by written contract or agreement.

   A waiver of subrogation in favor of the NorthPoint Holdings, LLC, NorthPoint Development, LLC and all subsidiaries, affiliated companies, property owners and their agents, successors and assigns, as their interests may appear, and owner is included under the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation.

   All Policies to be endorsed to provide NorthPoint Holdings, LLC and Owner 30 day notice of cancellation or material change.

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT is made this _____ day of _____, 2024, between NORTHERN YORK COUNTY REGIONAL POLICE COMMISSION ("Grantor"), owner of property located in Manchester Township, York County, Pennsylvania, known as One Regional Way, UPI No. 36-000-MH-0134.00-00000 (the "Grantor's Property") affected by the construction and grading of a retaining wall for adjacent property as more particularly described below, and NP MANCHESTER COMMERCE CENTER LLC, a Delaware limited liability company ("Grantee"), the developer of property located at 275 Regional Way, Manchester Township, York County, Pennsylvania, UPI No. 36-000-MH-0133.00-00000 (the "Grantee's Property").

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUNC HEREBY, THE PARTIES AGREE AS FOLLOWS:

1. In consideration of the payment of One Dollar ($1.00), Grantor grants and conveys to Grantee the easement and uninterrupted right to construct and install a new retaining wall under and upon the strip of land shown on Grantee's plan attached to this Easement Agreement and marked Exhibit A (the "Easement Area").

2. Grantor does hereby grant and convey to Grantee the limited right to permit Grantee to construct a retaining wall for the benefit of Grantee's and Grantor's Property, which construction will require grading and other related work on Grantor's Property within the Easement Area.

3. Except as necessary for the installation of the retaining wall, Grantee will repair and restore surface features within the Easement Area to a condition equal to that existing immediately before any work was done on behalf of Grantee.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned parties hereto have executed or caused to be executed these presents the day and year first above written.

WITNESS:

GRANTOR:
NORTHERN YORK COUNTY
REGIONAL POLICE COMMISSION

_____

By: _____
Name: _____
Title: _____

WITNESS:

GRANTEE:
NP MANCHESTER COMMERCE CENTER LLC

By: Northpoint Industrial Fund VI, LP, its Sole Member

By: NPD Management LLC, its General Partner

_____

By: _____
Nathaniel Hagedorn, Manager

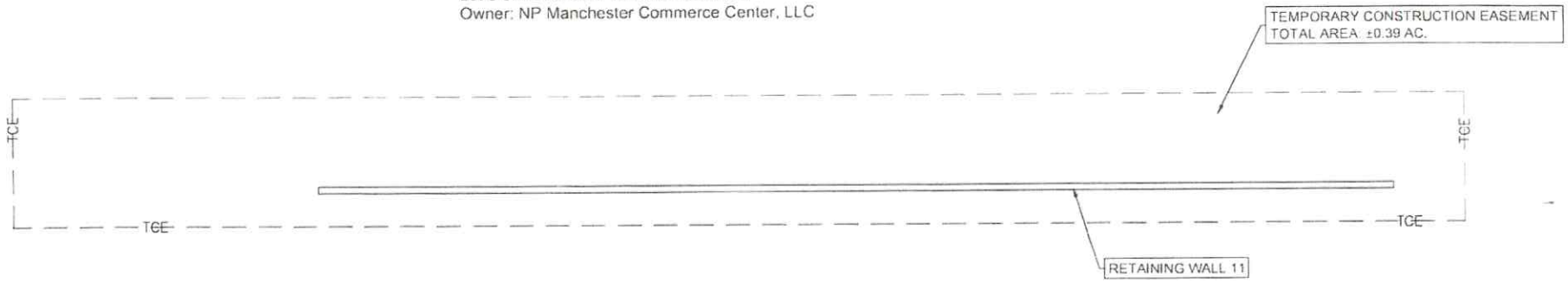
EXHIBIT 'A'

# MANCHESTER COMMERCE CENTER (YORK, PA) EXHIBIT A

2024.04.24
SCALE 1:30

PROPOSED BUILDING 3

Lot 3 of Manchester Commerce Center
Owner: NP Manchester Commerce Center, LLC




Lot 4 of Manchester Commerce Center
Owner: Northern York County Regional Police Commission

PROPOSED BUILDING 4

S:\01 PROJECTS\INDUSTRIAL\3402 MANCHESTER COMMERCE CENTER (YORK, PA)\05 MASTER PLANS\PLANS\2024.04.024 - POLICE STATION TEMPORARY CONSTRUCTION EASEMENT EXHIBIT.DWG ETHAN LOVELAND

NorthPoint DEVELOPMENT

**MET-ED**
EASEMENT
FORM NO. X-2809.4 (REV. 03-22) Page 1 of 2

Met-Ed®
A FirstEnergy Company

WORK REQUEST NO.

The undersigned, _____
1 Regional Way, Manchester, PA 17406
of the Township of Manchester, County of York and State of Pennsylvania,
(the "Grantor), is the owner of certain lands located in the Township of Manchester, County of York
and Commonwealth of Pennsylvania, bounded and/or described as follows (the "Land"):[Include information such as street address, subdivision plan name and number, lot number, recording date, tax parcel number and identification of adjacent property owners].

Tax Parcel No. 36000MH01340000000 **AND**

Deed Book Vol. 2822 Page 8890 **OR** Document/ Instrument/ Identifier No. _____

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, hereby grants and conveys to METROPOLITAN EDISON COMPANY, a Pennsylvania corporation, (the "Grantee") a permanent easement and uninterrupted right, from time to time, to construct, reconstruct, operate, inspect, renew, replace, improve, maintain, redesign, alter, relocate, extend and remove overhead, underground and ground level facilities described below (the "Facilities") as may be deemed necessary or convenient by Grantee for electric, CATV and communication purposes for the use and benefit of the Land and/or adjacent lands on, over, under and across the Northerly portion of the land. See attached drawing dated 4/15/2024. This area is for above ground facilities, limited to the area shown on the attached drawing dated 4/15/2024. portion of the Land.

The Facilities may include, without limitation, poles (with or without cross arms), guy wires, guy stubs, anchors, streetlights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary of convenient by Grantee to accomplish the above purpose.

Grantor further grants and conveys to Grantee the right, from time to time, to trim, cut and/or remove such trees, tree branches, shrubs, roots, vegetation, structures and/or other objects or obstructions, which are within fifteen (15) feet of any of the Facilities or, which, in the sole judgment of the Grantee, interfere with the installation of, or in the safe, proper or convenient use, maintenance, operation of, or access to the Facilities, including, without limitation, the removal of such trees, and/or tree branches which overhang or endanger any of the Facilities. Further, Grantee shall have the right to make such excavations to accomplish the above purposes and to enter upon the Land without notice for all the purposes hereof.

Grantor covenants not to construct, place, maintain or use structures of any kind, or plant shrubs or trees within fifteen (15) feet of either side of the center line of the Facilities, as installed; raise or lower the ground elevation of the Land above or beneath the Facilities; grow beneath overhead Facilities any vegetation or trees, except farm crops or other compatible species identified by Grantee; or obstruct access to, remove structural support from, divert or impound water to or on, or otherwise interfere with the Facilities.

The rights and obligations hereunder shall be binding upon and inure to the benefit of the Grantor and Grantee and their heirs, executors, administrators, successors, assigns, licensees and lessees, as the case may be.

IN WITNESS WHEREOF, Grantor has duly executed this Easement this _____ day of _____, 20 __.

| WITNESS: | GRANTOR: | |
|---|---|---|
| _____ | _____ | (Seal) |
| _____ | _____ | (Seal) |
| _____ | _____ | (Seal) |
| _____ | _____ | (Seal) |

**COMMONWEALTH OF PENNSYLVANIA**
**COUNTY OF _____** } SS.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared

_____

_____

_____

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that _____ executed the same for the purposes therein contained.

In Witness Whereof, I have hereunto set my hand and Official Seal.

_____

_____
Title Officer

**COMMONWEALTH OF PENNSYLVANIA**
**COUNTY OF _____** } SS.

On this the _____ day of _____, 20 ____ before me, the undersigned officer, personally appeared _____ who acknowledged himself to be the _____ of _____, a corporation, and that he as such _____ being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

In Witness Whereof, I have hereunto set my hand and Official Seal.

_____

_____
Title Officer

Met-Ed
A FirstEnergy Company

## RIGHT OF WAY CLEARING REQUIREMENTS FOR OVERHEAD PRIMARY CONSTRUCTION

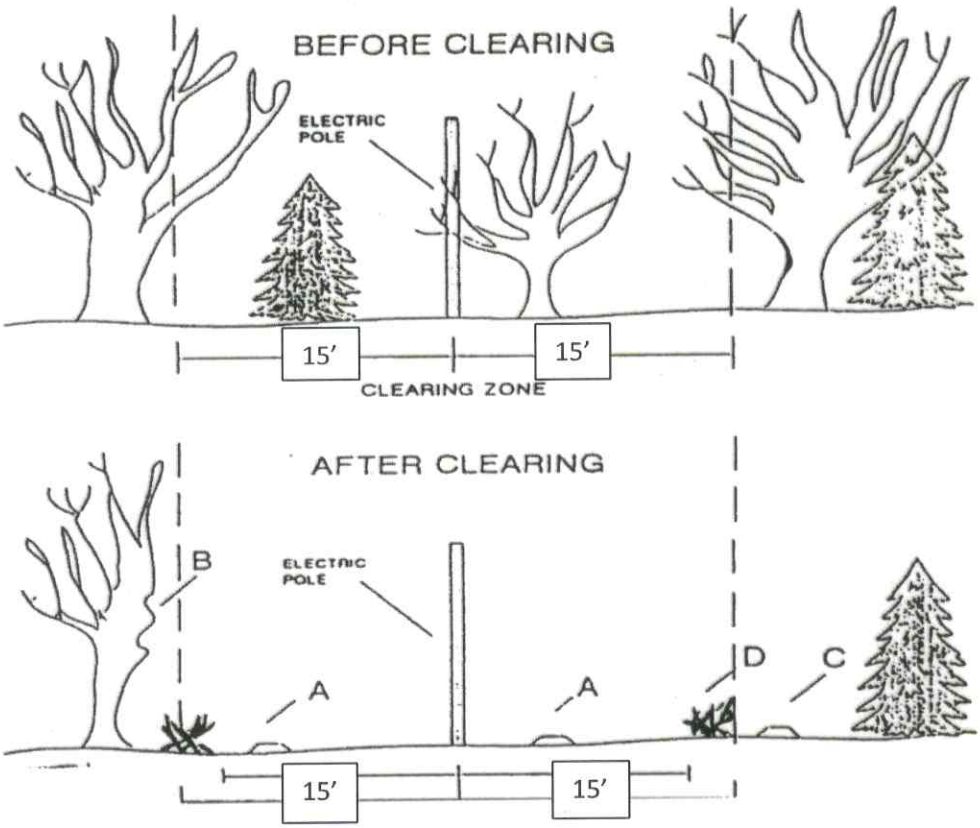
Applicant for service must contact the Met Ed Forestry Department when vegetation clearing is complete.

Refer to Notification _____ when contacting us.

Contact must be made by calling 1 800 545 7741

The site will be inspected by Met Ed Forestry to ensure all vegetation clearance requirements have been achieved. Line construction will not begin until proper vegetation clearances as describe below have been met.

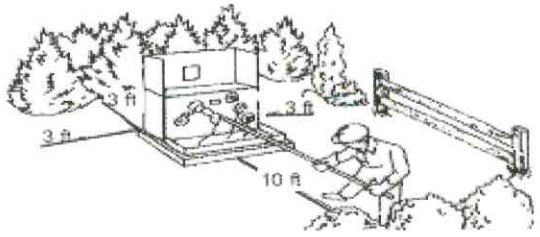
A. A right of way clearing zone shall be defined by vertical planes 15 feet from facilities. The facilities may include, without limitation, poles (with or without crossarms), guy wires, guy stubs, anchors, street-lights and standards, transformers, transformer pads, switching compartments, conduits, conductors, ducts, wires, cables, fibers, pedestals, terminal boxes, manholes, hand-holes and other related equipment and apparatus from time to time deemed necessary of convenient by Grantee to accomplish the 15' clearance. the center of the poles, on each side of the pole line. All trees within the clearing zone will be cut at the stump. The stump will be flush cut no higher than three (3) inches from, and parallel to the ground.
B. Trees located outside the clearing zone with limbs extending into the zone will have those limbs removed to the main stem. This will be performed for all limbs on these edge trees regardless of their position along the main stem.
C. All trees outside the clearing zone that have hazardous defects such as butt decay, poor root anchorage, severely leaning trees, lightning, insect, vehicle or animal damage, will be removed.
D. All debris from the right of way clearing, including all logs and limb wood, will be moved to the edge of the clearing zone. Debris cannot be left within fifteen(15) feet of the centerline of the right of way.




# NOTICE

We need room to work safely on this equipment. Please keep shrubs and structures 10 feet away from the front and 3 feet from the other sides.

Obstructions will cause delays and may be damaged in restoring electric service.



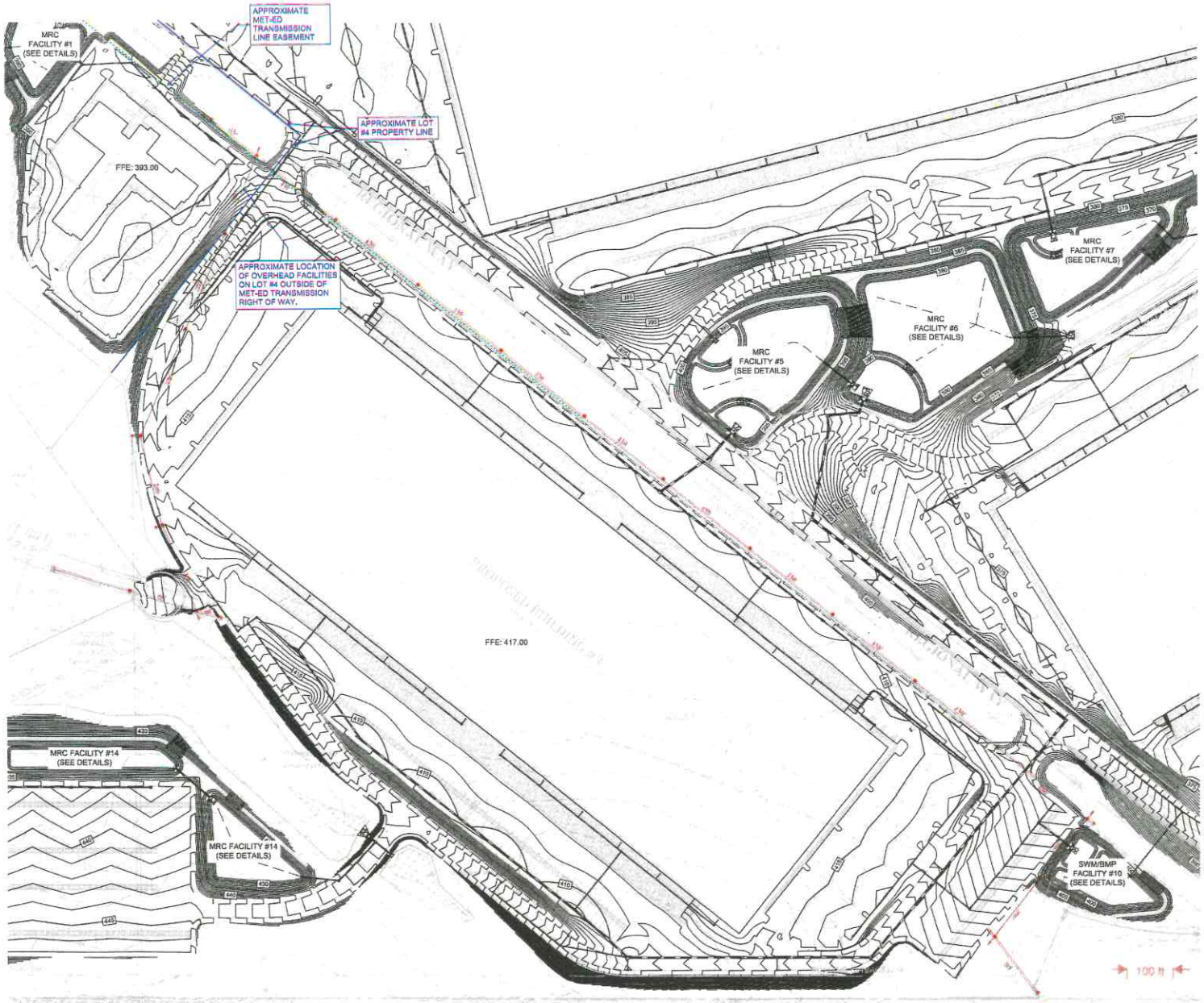

| Call Before You Dig | | | |
|---|---|---|---|
| | Ohio - | 1-800-362-2764 | 48 hours notice |
| | Pennsylvania - | 1-800-242-1776 | 3 working days notice |
| | New Jersey - | 1-800-272-1000 | 3 working days notice |
| | New York - | 1-800-962-7962 | 2 working days notice |

*Thank you for your prompt attention.*

FirstEnergy

*Ohio Edison • The Illuminating Company • Toledo Edison*
*Met-Ed • Penelec • Penn Power • Jersey Central Power & Light*
*West Penn Power • Mon Power • Potomac Edison*

FORM 1065 (REV 02-07)
ID NO. 58099221




DATE: 4/15/24

20 Parking Lights W
Rev 4
Spaces