

Forest Lake Township
2028 Chestnut Ridge Road
Montrose ,Pa
18801

ORDINANCE 04-01

An Ordinance authorizing Forest Lake Township, Susquehanna ,Pennsylvania to enter into a police protection agreement with the Borough of Montrose ,Susquehanna County providing for police protection pursuant to the Inter-Governmental Cooperation Act.

WHEREAS, Forest Lake Township and Montrose Borough desire to enter into an agreement for implementation of a joint municipal agreement for the purpose of providing police protection and law enforcement services to Forest Lake Township ;and

WHEREAS, such an agreement authorized by the Intergovernmental Cooperation Act of July 12 1972, No 180(53 PA.C.S.A Sect 2301),and

WHEREAS, the act provides that any joint cooperation agreement shall be deemed to be in force as to any municipality, when the same has been adopted by Ordinance by all cooperating municipalities.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Board of Supervisors of Forest Lake Township as follows;

SECTION 1, Forest Lake Township shall join with Montrose Borough in accordance with The Pennsylvania Intergovernmental Cooperation Act of July 12, 1972 ,No.180 (53 PA,C.S.A. SEC 2301) in a police protection agreement wherein Montrose Borough shall provide law enforcement services to Forest Lake Township, which agreement entitled "Joint Municipal Agreement for Law Enforcement Services between Forest Lake Township and Montrose Borough " is approved and adopted by reference with the same effect as if it had been set forth verbatim in this section and a copy of which will be filed with the minutes of the meeting at which the Ordinance is adopted.

SECTION 2. The Chairman of the Board of Supervisors and the Secretary of Forest Lake Township are hereby authorized and directed to execute said agreement in duplicate on behalf of Forest Lake Township and under the Township seal, and to take such other action as may be necessary to carry out the purpose of this Ordinance in connection with the implementation of this agreement .

SECTION 3. As required by the Intergovernmental Cooperation Act the following matters are specifically found and determined:

- (a) The conditions of the agreement are set forth in the proposed copy of said Agreement referred to in Section 1 ,above and incorporated herein as though fully

Set forth hereafter at length;

(b) The initial term of this Agreement is for a period of (2) years beginning April 17, 2013 and ending April 14 2015 subject to the right of either party to terminate its partition in the Agreement by giving ninety (90) days written notice to the other party, and being subject to such further extension(s) as the parties herein may mutually agree;

(c) The purpose and the objectives of the Agreement are to provide police protection and law enforcement service by Montrose Borough within the municipal limits of Forest Lake Township at such times and on such dates as are set forth in the Agreement as attached hereto;

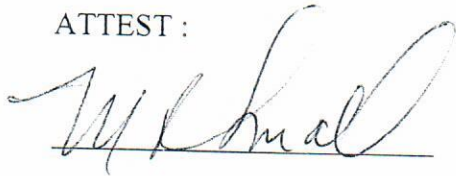
(d) The compensation for providing said police services is set forth in the attached Agreement and shall be subject for review by both parties subject to the financial feasibility of either municipality through its annual budget appropriations to continue to either provide the services or meet the required compensation for receipt of same in accordance with the terms of the Agreement.

(e) The Agreement contemplates that Montrose Borough will provide police services and include therewith all vehicles, property, equipment, labor and insurance coverage necessary for the provision of said services.

SECTION 4, This ordinance shall become effective at the earliest date permitted by law and the Agreement referenced herein shall become effective as of the same date. The Agreement will be attached to this ordinance as "Exhibit A".

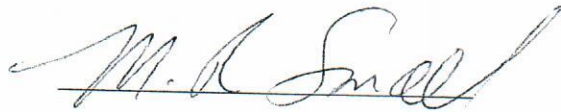
ENACTED AND ORDAINED this 17 day of April, 2013,

ATTEST:



Marvin R Small: Secretary

Forest Lake Township



Marvin R Small Chairman of the Board



Frank J Pinkowski Supervisor



Arthur Donato Jr Supervisor

JOINT MUNICIPAL AGREEMENT FOR LAW ENFORCEMENT SERVICE
BETWEEN MONTROSE BOROUGH and FOREST LAKE TOWNSHIP

This Agreement is made this 15th day of April, 2013, by and between the following municipalities: the Borough of Montrose, Susquehanna County and the Township of Forest Lake, Susquehanna County. The background of this agreement is as follows:

Forest Lake Township desires to have the police department of the Borough of Montrose perform law enforcement functions within Forest Lake Township and Montrose Borough is willing to allow its police force to render such services on the terms and conditions hereinafter set forth. This Agreement is entered into under the authority of the Pennsylvania Consolidated Statutes § Title 53, Section 2301 through Section 2315 enacted by the State Legislature in 1996. This Agreement shall become binding and in force as to the municipalities when adopted as an Ordinance by both Montrose Borough and Forest Lake Township, but no later than 12:01 a.m. _____, 2013.

The parties hereto, intending to be legally bound hereby, agree as follows:

1. The Borough of Montrose agrees, through its police department, to provide police protection within the corporate limits of Forest Lake Township to the extent and in the manner hereinafter set forth.

Except as otherwise hereinafter specifically set forth, such service shall only encompass duties and functions of a kind falling within the jurisdiction of and customarily rendered by the police department of the Borough of Montrose.

Except as otherwise hereinafter provided, the level of service shall be the same basic level of service that is provided for the incorporated area of the Borough of Montrose by said Borough police department.

The rendition of such service, the standards of performance, the discipline of officers and other matters incident to the performance of such services and the control of the personnel so employed shall remain with the Borough of Montrose. However, Forest Lake Township agrees to contact Montrose Borough Council immediately upon the occurrence of any matter relating to the rendition of said service as it may relate to concerns the Township may have.

In the event of a dispute between the parties concerning the extent of the duties and functions to be rendered hereunder, or concerning the level of performance of such service, the parties agree to attempt to resolve any such dispute through a meeting and discussion by a committee composed of the Personnel/Police Committee of the Borough of Montrose and a representative appointed by Forest Lake Township.

2. The Borough of Montrose, through its police department, shall provide law enforcement services to Forest Lake Township as follows:

Patrol Service

- A. Enforcement of the Vehicle Code of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of the Borough of Montrose.
- B. Enforcement of the Crimes Code and related chapters of the Commonwealth of Pennsylvania which is now and hereinafter enforced within the limits of the Borough of Montrose.
- C. Enforcement of the police ordinances of Forest Lake Township and perform periodic security checks of business establishments located within the limit of Forest Lake Township.
- D. Report hazardous conditions discovered by the Montrose police within the Township to the proper authorities.

Investigative Service

- A. Investigate to the best of our collective ability to attempt to conclude all reported criminal offenses which are of a nature or similar in nature to those now and hereinafter investigated within the limit of the Borough of Montrose.
- B. Investigate accidents occurring on Forest Lake Township roadways or within Forest Lake Township which are of a nature or similar in nature to those now and hereinafter investigated with the limits of the Borough of Montrose.
- C. Respond to citizen complaints and requests which are in nature or similar in nature to those now and hereinafter being responded to and investigated within the limits of the Borough of Montrose.
- D. Prosecute those persons believed to be responsible for criminal law, traffic law and ordinance violations occurring within Forest Lake Township in the Courts having jurisdiction.

Administrative Service

- A. The Borough of Montrose Police Department shall establish and maintain a complete and up-to-date uniform police records system concerning all services rendered to Forest Lake Township.
- B. The Borough of Montrose Police Department shall provide Forest Lake Township with a monthly and yearly police activity report.
- C. The Borough of Montrose Police Department shall submit to the State and

Federal Governments all required and necessary reports, that are in nature or similar in nature to those that are now and hereinafter submitted for the Borough of Montrose.

- D. The Borough of Montrose Police Department shall make recommendations to Forest Lake Township for the improvement of traffic and other regulations.
3. For the purpose of performing said functions and services, the Borough of Montrose shall furnish and supply all necessary supervision, equipment, communications, facilities and supplies necessary to maintain the level of service to be rendered.
 4. Forest Lake Township shall not be required to assume any liability for the direct payment of any salaries, wages or other compensation to any Montrose Borough personnel performing services hereunder for Forest Lake Township, or any liability other than that provided for in this agreement.
 5. Except as herein otherwise specified, Forest Lake Township shall not be liable for compensation to any Montrose Borough police officer or employee for injury or sickness arising out of his/her employment.
 6. The parties agree that the police officers of the Montrose Borough are employed by the Borough of Montrose and under the exclusive supervision and control of the Borough of Montrose, and the Borough of Montrose agrees, as such employer, to be responsible for any acts and omissions of such police officers while on duty in Forest Lake Township, to the same extent that the Borough of Montrose may be responsible for such acts committed within the Borough of Montrose, and agrees to indemnify and hold harmless Forest Lake Township from any such liability as an employer on account of such acts or omissions. The Borough of Montrose agrees to maintain appropriate insurance protecting Forest Lake Township against liability for such acts and omissions to the extent deemed appropriate by the Borough of Montrose.
 7. The parties agree that there shall two (2) hours of police services every shift that the Borough of Montrose have two (2) or more officers on duty exclusively in Forest Lake Township for twenty-two (22) hours per week. Additionally, a complaint response will be provided when the severity of a complaint demands a response and a Montrose Borough police officer is on duty and available and if the Borough of Montrose has two (2) or more officers on duty. If this agreement shall be renewed, the number of hours set forth herein may be altered by the parties from time to time, depending on the needs of Forest Lake Township or the Borough of Montrose, by an executed addendum, without the necessity of amending this Agreement.

8. Forest Lake Township agrees to pay the Borough of Montrose for the services performed under this Agreement an amount of money based on the following formula:
 - A. The total Montrose Borough Police Department budget, less all costs the delivery of police services to Forest Lake Township, shall be determined on an annual calendar basis in conformity with the usual practices of the Borough of Montrose.
 - B. The cost shall be determined by dividing the above and total figure by the number of hours delivered per year by the Montrose Borough Police Department.
 - C. The cost figure as set forth in the foregoing subparagraphs B shall be multiplied by the minimum hours of 22 (twenty-two) hours per week to be furnished by the Borough of Montrose and added to the cost of available call out coverage and investigative time.
 - D. The current cost effective January 1, 2013 to January 1, 2014 is \$40,000.00 (forty thousand dollars). The payment of said cost shall be paid in quarterly payments beginning April 1, 2013 based on the total amount.
9. The parties hereto specifically agree and understand that there is no consolidation of police officers employed by the two parties provided for under this Agreement, which the Borough of Montrose is not receiving or accepting any police officers or other employed by Forest Lake Township.
10. This Agreement shall expire on April 14, 2015 without an automatic renewal provision and any renewal/changes of terms shall be worked out between Montrose Borough and Forest Lake Township prior to February 15, 2015.
11. Either party shall have the right to terminate this agreement by giving the other party ninety (90) days written notice should issues arise or terms of the agreement not be able to be resolved between the two parties.
12. Forest Lake Township agrees to pay Montrose Borough the rate of \$28.00 per hour for any additional coverage that they may desire. For example should Forest Lake Township request police presence at it's annual Fire Company field days event, they may contact Montrose Borough giving sufficient notice to arrange for such coverage so that it may not interfere with other coverage times in either municipality.

13. The payment for any additional amounts owed by Forest Lake Township to Montrose Borough shall be paid by Forest Lake Township to Montrose Borough by the 15th of the month following when the bill is submitted. This will permit Forest Lake Township to approve the bill at its next monthly meeting.
14. Any fines collected from operations occurring in Forest Lake Township shall be those of Forest Lake Township and shall be submitted to Forest Lake Township in a timely fashion.
15. Forest Lake Township will reimburse Montrose Borough for the vehicle magnetic stick on signs which include Forest Lake Townships name in addition to Montrose Police used on their vehicles while in Forest Lake Township.
16. The parties agree to a proration of the first quarter's payment to Montrose Borough due to the time constraints for advertising and passage of the municipalities' respective ordinances and the consumption of the Joint Agreement for police services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective the aforesaid, after authorization by Ordinance Number _____ of the Borough of Montrose, enacted as aforesaid.

Seal:

ATTEST: Elin A Jenner

Secretary of the Borough of Montrose

BOROUGH OF MONTROSE

[Signature]
Council President

John R. Wilson
Mayor

FOREST LAKE TOWNSHIP

Francis J. Pinkowski
Supervisor

[Signature]
Supervisor

Arthur Donato
Supervisor

Seal:

ATTEST: [Signature]