

Township of Paint  
Somerset County, Pennsylvania

**ORDINANCE NO. 2009-5**

**AN ORDINANCE ADOPTING A JOINT MUNICIPAL AGREEMENT  
BETWEEN THE TOWNSHIP OF PAINT AND BOROUGH OF PAINT  
FOR THE TOWNSHIP TO PROVIDE POLICE PATROL, INVESTIGATIVE  
AND ADMINISTRATIVE SERVICES IN AND FOR THE BOROUGH**

I. Background

- a. The Borough of Paint ("Borough") desires to provide adequate police protection and law enforcement for the citizens of the Borough and has determined it is advisable to contract with Paint Township ("Township") to obtain such services.
- b. Pursuant to the Borough Code, 53 P.S. § 46202(35), the Borough is permitted to contract with Paint Township for the Township to provide such police services and pursuant to the Second Class Township Code, 53 P.S. § 66904, Paint Township is permitted to provide such services to the Borough.
- c. The parties desire to enter into an agreement for such services January 1, 2010, and the parties desire to have a fixed annual compensation to be paid through 2012.
- d. The Borough and Township are permitted to enter into joint agreements for municipal services pursuant to the Intergovernmental Cooperation Act, 53 P.S. § 2301, et seq., and specifically for police services pursuant to the Borough Code, 53 P.S. §46202(35), and the Township Code, 53 P.S. § 66507.

II. Now, therefore, be it ordained by this municipality, and it is hereby ordained, as follows:

- a. The background set forth above is incorporated by referenced.
- b. The above-mentioned agreement of January 1, 2010, the compensation accepted by the parties for 2010, 2011 and 2012, as presented for action to this municipality ("Joint Municipal Agreement For Law Enforcement Services"), are hereby adopted, and this municipality shall be bound by same.

III. The conditions, duration, purposes, scope of authority, and financing arrangements of the agreement are:

- a. The Township will provide police patrol, investigative, and administrative services to the Borough of the same nature that the Township provides within the Township limits, as more particularly set forth in the Joint Municipal Agreement For Law Enforcement Services;
- b. services will be provided 24 hours a day, 7 days a week, on an on-call basis, subject to changes as agreed from time to time;
- c. the police will be employees of the Township, controlled by the Township, and the Township will be responsible for all wages and benefits and for all supplies, insurance, supervision, equipment and communications necessary, but the Borough will appoint and accept the Township police individually as required by law to give them full authority to act in the Borough the same as if they were Borough policemen;
- d. excluding State Police-generated fines, all Borough fine money will be divided fifty percent (50%) to the Borough and fifty percent (50%) to the Township;
- e. the Borough will pay the Township a fee determined annually (fixed at \$31,500.00 for 2010, \$31,500.00 for 2011 and \$31,500.00 for 2012. After year 2012 the fee will be fixed by the Township after consultation with the Borough; and,
- f. the Agreement is automatically renewed for each calendar year unless terminated by either party by September 30 of the prior year, or unless terminated by the Borough if the annual fee fixed by the Township is not acceptable.

IV. The execution of any portion of the Joint Municipal Agreement For Law Enforcement Services by any Supervisor of the Township or officer of the Borough or Mayor is hereby ratified and confirmed, and Supervisors of the Township and the Borough officers and Mayor, as appropriate, are authorized to execute such agreements, resolutions, authorizations or other documents and take such actions and make such advertisements as may be necessary to adopt, ratify and affirm all or any portion of the Joint Municipal Agreement For Law Enforcement Services or to implement any of its provisions, and the signatures of such Township or Borough officials shall conclusively establish that the documents they sign are the documents referred to in or authorized by this Ordinance.

V. This Ordinance shall be deemed a resolution for purposes of appointing and accepting as policemen of the Borough (so long as they are police employees of the Township) those individuals listed on Attachment A, which is incorporated herein by reference,

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and Council is further authorized to adopt such resolution or resolutions as may be required from time to time to appoint and accept additional persons.

- VI. The Joint Municipal Agreement For Law Enforcement Services document as referred to herein shall be available for review by citizens of the Borough and Township prior to action being taken on this Ordinance.
- VII. All ordinances or parts of ordinances and/or resolutions or parts of resolutions inconsistent herewith are hereby repealed.

**DULY ORDAINED AND ENACTED** by this municipality this 16 day of Dec. 2009.

TOWNSHIP OF PAINT

SOMERSET COUNTY, PENNSYLVANIA

[two (2) signatures required]

By *Dud Blayh*

By *Andrew Swartz* Chairman

[Township Seal]

By *Kenneth W. Wolzopple* Vice Chairman

Secretary

ATTACHMENT A

Names of current police employees December 1, 2009:

Richard Skiles

John Rice

William Gephart

Amanda Tessari

Daniel Croyle

Edward Porada

Christopher Swartz

Stacey Burnosky

John Heming

Daniel Schrader