

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF BUTLER

BOROUGH OF SEVEN FIELDS

ORDINANCE NO. 39

**AN ORDINANCE ADOPTING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN THE BOROUGH OF SEVEN FIELDS AND CRANBERRY TOWNSHIP FOR THE PROVISION OF POLICE SERVICES TO THE BOROUGH OF SEVEN FIELDS.**

The Borough Council of the Borough of Seven Fields, County of Butler, and Commonwealth of Pennsylvania, does ordain as follows:

SECTION 1: Pursuant to the Intergovernmental Cooperation Act, No. 180,53 P.S. Section 481 et seq., the terms and conditions of the Agreement between the Borough of Seven Fields and Cranberry Township for police protection dated the 5th day of November, 1992, and attached hereto and made a part hereof, are hereby adopted.

SECTION 2: The Agreement between the Borough of Seven Fields and Cranberry Township for police protection shall become effective the date specified in said agreement when adopted by ordinance validly enacted by the Borough of Seven Fields and Cranberry Township.

SECTION 3: The provisions of this ordinance shall be severable. If a final decision of a Court of Competent Jurisdiction shall hold any provisions of this ordinance, or the application thereof to any circumstances, to be illegal or unconstitutional, all other provisions of the ordinance and its application shall remain in full force and

effect. It is hereby declared by legislative intent that this ordinance would have been enacted had such unconstitutional, invalid, or illegal portion not been included.

Passed by the Borough Council of the Borough Seven Fields on November 5, 1992.

ATTEST:

BOROUGH OF SEVEN FIELDS

Christine R. Clutter  
Secretary

Gary Kyler  
President

(seal)

Approved \_\_\_\_\_.

\_\_\_\_\_  
Mayor

December 7, 1992

To: Borough Councilmembers

From: Dr. Michael Coleman

In response to Doug Weinrich's letter of November 16, 1992, it is with deep regret that I cannot sign your contract for police services with Cranberry Township.

I feel that with not only Christmas time approaching but also the objections that were raised by the citizens at the public meeting, council has acted too hastily in it's deliberations to contract out police services.

To just furlough the police department after Chief Dave Wharton gave Seven Fields eight years of service, with no transition and no assistance in job placement is not in the best interest of Seven Fields.

Chief Wharton leaves without any social security or pension. I feel that this still must be addressed. I also feel that the offer to give him one week of pay for each year of service if he doesn't take the Borough to court is too little a settlement. However, I respectfully agree to do the council's will regarding my cooperation with Cranberry police in the transition from our own department to Cranberry Police Department.

I have already met with Chief Scarfo and have had a detailed orientation of their police department. We discussed the issues that I raised in this letter and that we both want the continued safety and welfare of the citizens to be our chief concern. We both agree that we will work well together and have discussed the transfer of police assets to Cranberry as per the contract. I also met briefly with Jerry Andree, Township Manager, and we have agreed that Chief Wharton will set up a meeting with Chief Scarfo to facilitate those items that will be transferred to Cranberry. We also discussed the enforcement of the Borough's ordinances of which they requested copies. Initially they said they would enforce the dog and burning ordinances. We also discussed the Borough's emergency management officer of which they said that it was up to Borough council whether they wanted Mr. Wharton to continue in that position but there would be no problems with Cranberry for Chief Wharton to continue this job as that was not part of the contract.

Chief Scarfo assured me that either he or his designee will be available to come to the Borough monthly meetings to present the police report and I offered to do this after the transition is under way if they wish.

Page Two  
December 7, 1992  
Mayor Coleman

We also discussed making a public announcement either through newspaper or newsletter to the residents as to emergency numbers and information.

In regard to current police investigations that are being handled by Chief Wharton that extend into 1993, Chief Scarfo stated that Chief Wharton will have to complete those. Please have council consider payment on an hourly basis for the conclusion of those cases that extend into the new year for Chief Wharton.

In conclusion I feel we will have a good working relationship as we will continue to work closely in those areas of mutual interest that promote the health and safety of our citizens.

(Dictated to Borough Secretary over phone 12-7-92 at 4:30 p.m. as Dr. Coleman will not be able to attend meeting this evening.)

# Weinrich & Miller

ATTORNEYS AT LAW

Douglas E. Weinrich  
Edward L. Miller

Dennis W. McCurdy,  
Associate

Mars Office Building  
P.O. Box 810  
Mars, PA 16046  
(412) 625-3125  
Fax (412) 625-9566

November 19, 1992

Dr. Michael Coleman  
105 Forest Drive  
Mars, PA 16046

Dear Dr. Coleman:

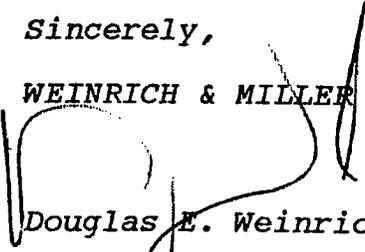
At the continuation meeting of November 16, 1992, the Ordinance and Agreement concerning the contract with Cranberry Township for police protection were returned to us without your signature. The Agreement does not legally require your signature, so it is in effect with the signature of the Borough Council President. The attorney for Cranberry Township had simply included your signature as a matter of courtesy, particularly since you will have to be working with Cranberry Township concerning police protection.

Borough Council assumes that you refused to sign and vetoed the Ordinance. However, Section 1007 of the Borough Code requires that if you do not approve of an Ordinance, you must return it with your objections to the Council at its next regular meeting occurring at least ten days after the meeting at which the Ordinance was passed by Council, at which time the objection shall be entered upon the Minutes, and the Council shall proceed to reconsideration of the Ordinance at the meeting at which it was returned or at any other regular or specially adjourned meeting.

Council voted to override the veto, so the Ordinance is in effect. If our presumption that you are vetoing the Ordinance was incorrect, please so advise in writing, or if you want to have any particular objections printed on the record, you should do so in writing so it can be entered at the regular December meeting.

Sincerely,

WEINRICH & MILLER

  
Douglas E. Weinrich

DEW/bjn  
wp/bn/19

December 7, 1992

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(Dictated to Borough Secretary over phone 12-7-92 at 4:30 p.m. as Dr. Coleman will not be able to attend meeting this evening.

CRANBERRY TOWNSHIP  
ORDINANCE NO. 92-225

WHEREAS, Cranberry Township maintains a full-time police department, the individual members of which have received all of the requisite training, as required by statute, and possess the appropriate certifications, for protecting the health, safety, and welfare of the Township's citizens; and

WHEREAS, the Borough of Seven Fields is desirous of obtaining full-time police services from Cranberry Township; and

WHEREAS, Cranberry Township and the Borough of Seven Fields have entered into an Agreement and Addendum (hereinafter collectively referred to as the "Agreement"), dated November 24, 1992, for the purposes of establishing the terms and conditions under which police services shall be furnished by Cranberry Township to the Borough of Seven Fields pursuant to the authority of the Intergovernmental Cooperation Act (1972 P.L. 762 No. 180, July 12, 1972, 53 P.S. Section 481 et seq.); and

WHEREAS, the aforesaid Agreement and the aforesaid Act require that the Agreement be approved by the adoption of an appropriate Ordinance by both municipalities; and

WHEREAS, the Board of Supervisors of Cranberry Township believes that the approval of the aforesaid Agreement is

appropriate and in the best interests of Cranberry Township and its citizens.

NOW THEREFORE, be it ordained and enacted by the Board of Supervisors of Cranberry Township as follows:

Section 1. The Agreement, dated November 24, 1992, between Cranberry Township and the Borough of Seven Fields (a copy of which is attached hereto and incorporated herein as Exhibit "A") under which Cranberry Township agrees, pursuant to certain terms and conditions contained within the Agreement, to provide police services to the Borough of Seven Fields is hereby approved and adopted. A copy of such Agreement shall be filed with the minutes of the meeting of which this Ordinance was enacted.

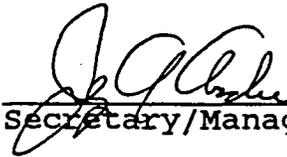
Section 2. If a final decision of a court of competent jurisdiction holds any provision of this Ordinance or the application of any provision of this Ordinance to any circumstance to be illegal or unconstitutional, the other provisions of this Ordinance and the application of such provisions to other circumstances shall remain in full force and effect. The intention of the Board of Supervisors is that the provisions of this Ordinance shall be severable and that this Ordinance would have been adopted if any such illegal or unconstitutional provisions had not been included.

Section 3. All Ordinances or parts of Ordinances conflicting with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

ORDAINED and ENACTED this 3rd day of December, 1992 by Cranberry Township.

ATTEST:

BOARD OF SUPERVISORS OF  
CRANBERRY TOWNSHIP

  
\_\_\_\_\_  
Secretary/Manager

  
\_\_\_\_\_  
Chairman

**ADDENDUM**

THIS ADDENDUM, made this 16th day of November, 1992, by and between The Borough of Seven Fields, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Seven Fields,"

A

N

D

The Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Cranberry," to the Agreement between the parties dated November 5,, 1992.

**RECITALS:**

**WHEREAS,** Cranberry and Seven Fields entered into an Agreement dated November 5,, 1992, whereby Cranberry agreed to provide police protection to Seven Fields; and

**WHEREAS,** Cranberry and Seven Fields desire to amend their Agreement dated November 5,, 1992, to include a provision whereby Seven Fields will indemnify Cranberry and hold Cranberry harmless as per the terms contained in this Addendum.

**NOW THEREFORE,** in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, Seven Fields and Cranberry agree as follows:

1. This Addendum is being entered into pursuant to the authority granted to Seven Fields and Cranberry an Act Relating to Intergovernmental Cooperation, 53 P.S. Section 481, et seq. (Act

No. 180, July 12, 1972).

2. In consideration of the payment by Cranberry of \$50, receipt of which Seven Fields hereby acknowledges, Seven Fields hereby agrees to indemnify Cranberry and hold it harmless from any and all claims, demands, actions, and lawsuits, including but not limited to any action or suit brought by David Wharton alleging any violation by Cranberry of any labor laws or any other statutory or common law violation of any sort or nature, as well as any damages, payments, or attorneys' fees or court costs that may arise as a result of any such claim, demand, action, or lawsuit, regardless of the merit or success or failure of such claim, demand, action, or lawsuit.

INTENDING to be legally bound hereby, witness our hands and seals this day and year first above written.

ATTEST:

Jan A. Andra  
Secretary

CRANBERRY TOWNSHIP

Mac C. [Signature]  
Chairman, Board of Supervisors

ATTEST:

Christine R. Clutter  
Secretary

SEVEN FIELDS BOROUGH

Barry K. [Signature]  
Borough Council President

\_\_\_\_\_  
Mayor

## AGREEMENT

This Agreement, made this 5<sup>TH</sup> day of NOVEMBER, 1992, by and between The Borough of Seven Fields, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Seven Fields,"

A  
N  
D

The Township of Cranberry, County of Butler, Commonwealth of Pennsylvania, hereinafter referred to as "Cranberry,"

## RECITALS:

WHEREAS, Cranberry and Seven Fields are contiguous municipalities duly established and incorporated under various statutes; and

WHEREAS, Cranberry maintains a full-time police department, the individual members of which have received all of the requisite training, as required by statute, and possess the appropriate certifications; and

WHEREAS, Seven Fields is desirous of increasing police services provided to its residents and citizens from part-time to full-time coverage; and

WHEREAS, Seven Fields is desirous of obtaining police services from Cranberry; and

WHEREAS, Cranberry is desirous of providing police services to Seven Fields; and

WHEREAS, cooperation among contiguous municipalities is a proper exercise of municipal governmental powers and duties under and pursuant to an Act Relating to Intergovernmental Cooperation, 53 P.S. Section 481 et seq. (Act No. 180, July 12, 1972) and will permit the providing of police services to be made in the most cost effective way possible.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, Seven Fields and Cranberry agree as follows:

1. This Agreement is being entered into pursuant to the authority granted to Seven Fields and Cranberry by the aforementioned Act Relating to Intergovernmental Cooperation, 53 P.S. Section 481, et seq. (Act No. 180, July 12, 1972).

2. From and after January 1, 1993, and until December 31, 1993, Cranberry will provide to Seven Fields the following police services via Cranberry's existing Police Department to-wit:

A. Regular vehicular patrols in and through the Borough limits. The frequency of such patrols shall be determined by need and by the amount of calls and complaints received, but

shall be similar to that provided by the Cranberry Police Department within Cranberry's geographic boundaries.

B. Police investigation of all complaints received and the processing of such complaints as may be required under the General Orders and Policy Manual of the Cranberry Police Department, the Motor Vehicle Code, Pennsylvania Crimes Code, and Pennsylvania Rules of Criminal Procedure.

C. The Cranberry Police Department will periodically conduct speed checks on streets within Seven Fields in the same manner as such are provided in Cranberry. The exact streets upon which the speed checks are to be conducted are to be specified by the Seven Fields Borough Council. Timing and frequency of such speed checks shall be within the discretion of the Cranberry Police Department.

D. The Cranberry Police Department will enforce all ordinances of the Borough of Seven Fields which require police involvement. All fines assessed against persons or entities guilty of unlawful behavior within the Borough of Seven Fields shall be payable to Seven Fields and shall remain its property.

E. Random weighing of trucks will be performed in Seven Fields in a manner and frequency similar to that performed in Cranberry.

F. All other programs and services provided by the Cranberry Police Department to Cranberry shall be provided to Seven Fields in a manner and frequency similar to that provided in Cranberry.

3. For the purposes of determining law enforcement jurisdiction, it is expressly declared by the governing bodies of the respective municipalities that the Borough of Seven Fields is to be included in and become part of the primary jurisdiction of the Cranberry Police Department. All officers of the Cranberry Police Department, including its Chief of Police, shall be deemed to be police officers of the Borough of Seven Fields and shall be deemed to be deputized as such by the approval of this Agreement. Police services performed pursuant to this Agreement shall be deemed to be for public and governmental purposes with any and all immunities thereunto appertaining.

4. The Seven Fields Borough Council shall appoint a committee of council members to meet regularly with Cranberry officials to discuss matters relating to the police services performed under this Agreement. Seven Fields Borough Council shall also identify one contact person for day-to-day administrative matters of this Agreement.

5. Cranberry officials will annually provide Seven Fields officials with a detailed police budget and expenditure record, on or before October 1, for the current budget year.

6. Seven Fields, in consideration of the aforementioned services provided by Cranberry, hereby agrees to pay unto Cranberry: Forty Thousand (\$40,000) Dollars for the aforementioned police services in 1993.

7. Seven Fields shall pay to Cranberry the amount of \$3,330 monthly, by the 15th of the month, January through November, for these police services with \$3,370 due by December 15, 1992. In addition to the monthly payment, Seven Fields will properly transfer to Cranberry its current police patrol vehicle and all of its police department's associated support equipment, including but not limited to radio equipment, within thirty (30) days of the signing of this Agreement.

8. All police services hereunder shall be performed by existing police personnel of the Cranberry Police Department and such personnel will be covered by the appropriate insurances, said insurances to include but not be limited to, liability insurance, workmen's compensation, and other policies then in effect by Cranberry. Cranberry further agrees to be responsible for the

payment of all wages, benefits, pension funds and other forms of compensation to its police personnel.

9. Cranberry hereby agrees to indemnify and hold harmless Seven Fields from any and all claims, demands, costs, payments, lawsuits, damages and actions by any nature whatsoever resulting from the Cranberry Police Department activities conducted under the terms of this Agreement. Seven Fields hereby agrees to cooperate fully with Cranberry in the defense of any such claims, demands, lawsuits, and actions.

10. The parties hereto, recognizing various fiscal and related concerns, declare that this Agreement shall remain in full force and effect for the period January 1, 1993 through December 31, 1993. If the parties desire to mutually continue the services provided hereunder beyond December 31, 1993, such shall be the subject of a new Agreement to be negotiated to the mutual consent of the parties. Cranberry agrees that any fee paid to it under any new Agreement for calendar year 1994 shall not be greater than five (5%) percent more than the fee paid to it by Seven Fields during calendar year 1993.

11. All police records, personnel files, financial records, and all other documents and records relating to the police services performed hereunder shall be and remain the property of

Cranberry and shall be maintained in a secure manner in the Cranberry Township Municipal Center.

12. All funds or grants, if any, available to or received by Seven Fields from the County of Butler or the Commonwealth of Pennsylvania for police services or as police funds shall be and remain the property of Seven Fields.

13. If a final decision of a court of competent jurisdiction holds any provision of this Agreement, or the application of any provision to any circumstances, to be illegal or unconstitutional, the other provisions of this Agreement, or the application of such provision to other circumstances, shall remain in full force and effect. The intention of the parties is that the provisions of this Agreement shall be severable and that this Agreement would have been adopted if any such illegal or unconstitutional provisions had not been included.

14. This Agreement shall not take effect prior to its adoption by ordinance of its terms by both the Seven Fields Borough Council and the Board of Supervisors of Cranberry Township. After such adoption, this Agreement shall be binding upon both Seven Fields and Cranberry and the covenants hereof may be enforced by either appropriate legal remedy.

15. Any modifications or amendments to this Agreement shall be in writing and similarly authorized by ordinance of the parties' respective governing bodies.

INTENDING to be legally bound hereby, witness our hands and seals the day and year first above written.

ATTEST:

Jay A. Archer  
Secretary

CRANBERRY TOWNSHIP

By: Mae C. Hedges  
Chairman, Board of Supervisors

ATTEST:

Christine P. Clutter  
Secretary

SEVEN FIELDS BOROUGH

By: Barry Kyler  
Borough Council President

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Mayor