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FOR
FAIRVIEW AND WRIGHT
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JOINT POLICE SERVICE

FOR

FAIRVIEW AND WRIGHT TOWNSHIPS

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FAIRVIEW TOWNSHIP

SUPERVISORS

Henry Nork

Harry H. Yurch

Andrew Yurkanin

Burton Neal
Police Chief

Atty. Joseph Farrell
Solicitor

Francis C. Aigeldinger
Secretary

WRIGHT TOWNSHIP

SUPERVISORS

John M. Gebhart

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Secretary

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FOREWORD

The actual and potential advantages of sound intergovernmental programs and agreements have long been recognized in relation to some local public services. Cooperative performance of selected municipal functions under a variety of agreements has become increasingly common in Pennsylvania in attempting, short of consolidation or annexation, to reduce the impact of rising demands and costs due in part to fragmentation of independent local units. Cooperative arrangements for police protection are among the most common, although even in this area of local law enforcement cooperative effort has received little attention in Northeastern Pennsylvania. The Institute of Regional Affairs of Wilkes College has actively encouraged municipalities in Luzerne County to explore the possibilities of joint services, and recommends the police function as a logical initial experience leading to eventual intermunicipal arrangements in other service areas.

Industrial, commercial, and residential development in the townships of the Mountaintop area of the county in recent years has intensified old problems and created new ones which are changing the civic climate of the region rapidly. Cooperative services offer an effective technique to meet the new challenges.

Small police forces are the rule in the Mountaintop area, virtually approaching almost no municipally controlled protection in some instances. In all jurisdictions, a few policemen operate independently within the now meaningless municipal boundaries, and the residents continue to finance police services which are at the same time minimal in quality and quantity and uneconomical in relation to unit costs. There is little or no coordination of the separate forces, and such as there is has been informal and sporadic. This section of the county illustrates the difficulty of maintaining all-purpose police departments on a strictly municipal basis, and the difficulties will undoubtedly increase with further anticipated growth there. Cooperation, therefore, must be achieved through means other than the traditional informal agreements to render mutual assistance on an emergency basis.

The Boards of Supervisors of Fairview and Wright townships are aware of the need for improved police services in their respective communities, and have jointly requested the Institute of Regional Affairs to make the necessary studies and offer recommendations by which their police services may be coordinated under Pennsylvania law. Their determination is demonstrated by the excellent cooperation extended to the IRA staff by themselves and their secretaries.

The findings and recommendations in this study are strictly the responsibility of the Institute of Regional Affairs.

Each community receives the level of police protection which it desires and deserves in direct proportion to its support. The local governing officials are positively disposed toward better service and express that disposition by their active interest. If this study contributes even in a small way toward making the two townships better and safer communities in which to live and work, the Institute of Regional Affairs will feel a real measure of accomplishment.

Hugo V. Mailey
Director

I. INTRODUCTION

Rapid urban development, especially since World War II, has aggravated old municipal problems and created new ones. Despite clear early warnings of the potential impact of the approaching surge of urbanization, local governments generally failed to take significant and timely action to meet the new challenges. Municipalities continued to rely on traditional organizations and methods to cope with new problems which required new solutions. Delayed action has left cumulative dilemma, commonly recognized as the "Big Squeeze" between accumulated needs for new or improved services and limited financial resources.

Urbanization does not refer only to large cities but to many small communities as well, such as Pennsylvania's boroughs and townships. Some of these communities are quite sizeable in area and population, while others are rural in character with significant clusters of industry and residences.

Inertia to change, especially in matters relating to local government, is generally more persistent in smaller communities than in larger cities. Fortunately, indeed, is the small growing community whose residents and officials recognize and face up to the evolving problems, which tend to creep up almost imperceptibly. Although the hour may be late, decisive early action through implementation of known, tried, and new tools and techniques of modern local government may release much of the pressure of the "Big Squeeze" and revitalize the small community.

Police services in small and medium size communities are among the first public functions to feel the pressures of urban growth. Locked within existing illogical and meaningless municipal boundaries, and immunized against change by obsolete parochialisms, small local police departments fall victims to the "Big Squeeze" unaware that intermunicipal cooperation can temper or remove the obstructions to better service.

A. Components of Good Police Service

In order to properly evaluate the need for cooperative police service in Fairview Township and Wright Townships, it is essential to understand the kinds and quality of police activities generally recognized as good police service.

Stated in terms of people rather than things which policemen do, one needs to know what services the inhabitants of the area have a right to expect of their police departments. Although the extent and quality of such services may vary according to the place of residence, it is both fair and valid to apply recognized criteria to judge the relative adequacy of police services in any jurisdiction, large or small. People are entitled to every kind of protection no matter where they reside. Protection is no protection at all unless it is comprehensive and effective protection.

Textbooks summarize general purposes of a police department as (1) prevention of crime by eradication of the base sources, (2) repression of crime by adequate patrols to eliminate or reduce hazards, (3) apprehension of offenders, (4) recovery of property, and (5) regulation of noncriminal conduct, including education in the dangers of violations, traffic control, and enforcement of minor regulations, such as sanitation and street use.

These general components may be more meaningful when expressed in terms of specific services to which the citizen has a right:

1. Secure feeling of safety through frequent preventative patrols by radio-equipped police units, so that in the event of an emergency, well-trained policemen can be mobilized quickly.
2. Confidence in an adequately staffed and equipped police unit so that children, as well as adult members of the family, are secure against criminally inclined individuals on the public thoroughfares, and against the hazards of automobile traffic.
3. Knowledge that because of the personal character and professional training of the police officers, all health, safety, and other municipal ordinances and regulations will be promptly and fairly enforced against all violators without political incentive or pressure.
4. Assurance that when a physical crime is committed, or property stolen, the police will be adequately trained for effective investigation in new police techniques and instrumentation.
5. Reassurance that a qualified police officer can be promptly reached by phone at a single central station at any time of the day or night.
6. Attitude of courtesy and understanding developed out of a positive educational and community relations program.

Needless to say, these expectations are high standards to reach by even the best police departments. To accomplish them effectively, efficiently, and economically requires the soundest organization and administration. The difficulty of approaching these standards in any municipality is aggravated by the fact that in our mobile society, crimes are not confined to the legal municipal boundaries within which police departments are organized. Furthermore, in small communities, like those covered in this report, financial resources in any community are utterly inadequate to pay for the manpower and physical equipment needed to attain satisfactory accomplishment of the standards on a separate basis.

That communities get the level of police protection they desire and deserve is a truism demonstrated repeatedly in all sections of the country. It goes

without saying that a smart-appearing, well-disciplined, courteous but efficient and firm police department, technically skilled and professionally interested in providing the citizenry with a high level of police protection, will in the long run be proof of a safe and progressive community.

B. The Mountaintop Area

Recent years have seen a steady, but largely unplanned, development in the Mountaintop area of Luzerne County. General economic resurgence in the Wyoming Valley has spilled over into the area on the mountain. The area's natural beauty, the availability of desirable land, and the extensive recreation opportunities have combined to encourage new residents to be attracted to the area. A growing population, permanent and seasonal, and the accompanying building of homes, and business, commercial, and industrial facilities, have placed a strain on local municipal facilities and services. Already apparent, the demands for improved and increased municipal services are just beginning to be heard. The "Big Squeeze" is on between services and resources.

Local governments in the area have not responded to the increasing pressures. Structurally and procedurally, they remain quite the same as they were several decades ago.

The governing bodies of the townships have become aware of the need for the improvement and addition of municipal services. Through mutual discussion, they have concluded that these needs are beyond the capabilities of any single community acting alone, but that in cooperation with each other these services can be offered to the citizenry. Realizing that they must pool their resources, they are prepared to act jointly in one area of municipal service to provide service efficiently and economically while at the same time preserving the separate identity and character of each community.

The police departments of the two townships have cooperated informally for a number of years. The officials of the governing bodies of the two municipalities have become increasingly aware that limited informal assistance in police work falls far short of a satisfactory solution of the basic problem. They have, therefore, determined to investigate the feasibility of intermunicipal cooperation under a formal comprehensive agreement.

This report is a presentation of the current police services in the area, the various aspects and problems of police protection, and the legally available options for joint effort under Pennsylvania Law.



II. INVENTORY

Currently, Fairview and Wright Townships each operate a separate police department under jurisdiction of their respective governing bodies. In order to identify problem areas in police operations and to determine justification for some form of joint service, a summary of the characteristics of the two communities and their police departments is presented here.

A. The Mountaintop Communities

Fairview Township, a township of the second class, comprises an area of approximately 10.5 square miles, having a 1960 population of 2,500, and a population density of about 240 persons per square mile. It has 15.5 miles of improved and unimproved roads, the main artery being Route 309. This Route carries exceptionally heavy traffic, being the principal existing connection between Wilkes-Barre and Hazleton, and the main access to the commercial, industrial, and residential developments which have taken place in recent years.

Wright Township, also a township of the second class, is somewhat larger in area, but smaller in population according to the 1960 census. Although its population has undoubtedly increased since the 1960 census, its 1960 population was approximately 1,423 persons living within an area of approximately 13.0 square miles, giving it a population density of about 110 persons per square mile. Route 309 carries the heavy traffic which has had a significant impact on the development of the township, including the main artery, the township has approximately 31.32 miles of improved and unimproved roads.

- 1. Wright Township, Pa. - Police.
- 2. Fairview Township, Pa. - Police.
- 3. Police, Rural.
- 4. Little.

		<u>Wright Township</u>
Population 1960	2,500	1,423
Area Square Miles	10.5	13.0
Miles of Road	15.50	31.32

7977 Wilkes College. Institute of Regional Affairs.
 W682 Joint police service for Fairview and
 Wright Townships. Wilkes Barre, Pa., 1970.
 25-1-1v.1) illus., tables, map. 28 cm.
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Wright Township, also a township of the second class, is somewhat larger in area, but smaller in population according to the 1960 census. Although its population has undoubtedly grown measurably, its 1960 population of 1,423 persons lived within an area of about 13.0 square miles, giving it a population density of approximately 110 persons per square mile. Route 309 also traverses this township, and, also because of the heavy traffic demands of commerce and industry, it has a significant impact on the demands for police service, especially at peak hours. Including the main artery, the township has approximately 31.32 miles of improved and unimproved roads.

Table I

Demographic Features

	<u>Fairview Township</u>	<u>Wright Township</u>
Population 1960	2,500	1,423
Area Square Miles	10.5	13.0
Miles of Road	15.50	31.32

B. Police Organization

The Fairview Township department, which is under the jurisdiction of the Board of Supervisors, consists of a Chief who is also the Township's only fulltime patrolman. There are, in addition, two part-time special officers, paid on a monthly basis, who relieve the Chief on days off, assist in traffic control, and stand ready for service on call.

The Wright Township department, currently consists of two regular fulltime patrolmen and two part-time special officers whose duties include approximately two hours of evening patrol. At present, there is no chief of police, as such, the supervisory function being performed by a part-time Director of Police and Public Safety. The present plans call for adding two additional part-time officers during this year.

Table II

Number of Police Personnel

	Fairview Township	Wright Township
Chief	1	1
Patrolmen	0	2
Special	2	2

C. Budgets

1. Expenditures

Total expenditures for police services in Fairview Township for 1970 amount to \$ 9,100, or 21.7% of total general fund expenditures of \$41,953. Police salaries are budgeted at \$6,700, including \$5,200 for the one regular officer, and \$1,500 for part-time services. An additional \$1,000 is available for materials, supplies, and equipment operation and maintenance, and \$1,400 for other purposes. No provision has been made for capital outlay in the current fiscal year. Based on the current budget, the township expenditures for police service will amount to \$3.64 per capita.

The total police budget for Wright Township in 1970 is \$20,840, or \$14.65 per capita. With a total general fund budget of \$112,735, police expenditures are budgeted at 18.6% of the total township expenditures. Salaries for the two fulltime officers are budgeted at \$11,000, while \$2,940 is provided for part-time service. A total of \$3,700 is provided for operation and maintenance, including \$150 for material and supplies, \$2,800 for equipment and maintenance, and \$750.00 for other purposes. The budget also authorizes \$2,200 for capital outlay.

Table III
Police Budgets 1970

	<u>Fairview Township</u>	<u>Wright Township</u>
Salaries:		
Regular	\$ 5,200.00	\$ 11,000.00
Special	1,500.00	2,940.00
Total	\$ 6,700.00	\$ 13,940.00
Operation & Maintenance:		
Material & Supplies	\$ - - - -	\$ 150.00
Equipment & Maintenance	1,000.00	2,800.00
Other	1,400.00	750.00
Total	\$ 2,400.00	\$ 3,700.00
Capital Outlay	\$ - - - -	\$ 2,200.00
Total	\$ - - - -	\$ 2,200.00
Total Police Expenses	\$ 9,100.00	\$ 20,840.00
Total Governmental Expenses	\$ 41,953.00	\$ 112,735.00
%-age of Governmental Expenses for Police	21.7%	18.6%
Per Capita Police Expense	\$ 3.64	\$ 14.65

2. Revenue Sources

The principal sources of revenue for Fairview Township are the real estate and earned income taxes. Only one mill is levied on a real estate assessed valuation of \$ 3,663,280. The township shares the 1% earned income tax with the school district, and realizes a minor yield on a 1/2% realty transfer tax. There is no per capita or occupational privilege tax at present.

Having a larger total assessed valuation of property and a higher millage rate, Wright Township realizes a higher yield on real estate than its neighbor. According to the 1970 budget, a three-mill real estate tax is levied on a total assessed valuation of \$ 9,084,890. This township also shares the 1% earned income tax and the 1/2% realty transfer tax with the school district, and although it does levy a \$5.00 occupational privilege tax, it does not impose a per capita tax.

Table IV
Budgeted Tax Rates - 1970

	<u>Fairview Township</u>	<u>Wright Township</u>
Assessed Valuation	\$3,663,280	\$9,084,890
Real Estate Tax	1.0 mill	3.0 mill
Occupation Privilege Tax	none	\$5.00
Income Tax	1% (shared)	1% (shared)
Per Capita Tax	none	none
Real Transfer Tax	1/2%	1/2%

D. Salary Schedules

Fairview Township has no established incremental salary schedule for its police officers other than the state requirements. The single regular fulltime patrolman, also serving as Chief of Police, currently receives the state minimum of \$ 5,200. The two part-time special officers currently receive \$ 50.00 monthly although a total of \$ 1,500 is budgeted for extra service during the current fiscal year.

Wright Township currently compensated its part-time Director of Police and Public Safety at the rate of \$ 960 per annum, while its two regular fulltime patrolmen receive \$ 5,500 each. The 1970 budget provides \$ 600 annually for each of the current two part-time special officers, although some provision has been made for use of two additional part-time officers.

Table V.
Police Salaries

	<u>Fairview Township</u>	<u>Wright Township</u>
Chief	\$ 5,200	\$ 960 (part-time)
Patrolmen	none	\$ 5,500
Special	\$ 600	\$ 600

E. Uniforms and Other Fringe Benefits

Fairview Township currently provides workmen's compensation benefits to its officers, but provides no social security or life insurance coverage, and no medical, accident, or hospitalization. The township itself appropriates no funds for pensions or retirement, the only provision being the funds granted by the state. There is currently no policy governing paid vacations or paid sick leave, and the policy on days off or holidays is indefinite. Approximately \$ 50.00 is allowed annually for a uniform allowance.

Wright Township provides workmen's compensation coverage, but no social security. Prior to this year, only state grants provided pension coverage, but during 1970 the township proposes to establish a retirement system and at this writing bids for annuities are pending. The 1970 budget anticipates providing life insurance coverage for officers as a part of a proposed health insurance program which will cover the police officer's family and with premiums paid by the township. Fulltime patrolmen receive one week annual vacation with full pay, and the Board of Supervisors is presently considering a policy on vacations for part-time officers. Five days annual sick leave is allowed each fulltime patrolman. Although the township has budgeted \$300 for uniform allowance for part-time officers, regular patrolmen are required to provide their own.

Table VI
Uniforms and Fringe Benefits

	<u>Fairview Township</u>	<u>Wright Township</u>
Uniforms	Approx. \$50 annually	Regulars buy own-\$300 total budgeted for specials.
Social Security	none	none
Life Insurance	none	Proposed 1970
Workmen's Compensation	yes	yes
Medical & Hospital Ins.	none	Budgeted \$750 for family coverage 1970
Pensions	state grant	state grant system pending bids
Vacations	no policy	Regulars 1 wk. per yr.
Sick leave	no policy	Regulars 5 days per yr.
Holidays	Indefinite	Indefinite

F. Promotion Policies

Since, in both townships, the police force is minimal, neither jurisdiction has had the occasion to establish a formal policy.

G. Training

Fairview Township, with only one regular police officer, has no in-service training program. However, the Chief, who is also the sole officer, has demonstrated a deep personal interest in self-improvement by completing an impressive list of voluntary police training courses. These include:

16 weeks	General Police Work
11 "	Search and Seizure
6 "	Youth and Juvenile Delinquency
8 "	Traffic
6 "	First Aid
1 "	Drugs

Part-time officers receive informal training from the Chief of Police.

In Wright Township, establishment of a formal training program was scheduled to begin in January of 1970. The program will include police administration, investigation, causes of crime, law of evidence, sociology, psychology, an FBI course, traffic, police procedure, small arms, identification, FBI course in first aid, and cruiser patrol. The responsibility for setting up the program has been given the newly appointed Director of Police and Public Safety.

H. Equipment, Communications, and Maintenance

The Fairview Township police headquarters is located at 140 Main Street, although the radio base station is located at a local commercial store. It is estimated that a service call from the home most distant from headquarters would take approximately ten minutes. The police car is a 1969 Ford Sedan, equipped with a siren, revolving dome light, and is in direct two-way communication with a private answering service. Calls for police service can be obtained by telephone direct to the headquarters, the answering service, or to the telephone in officers' homes paid by the township.

The Wright Township police headquarters is located at the Wright Township Fire House on Main Road. A base radio transmitter and receiver is located in the home of each regular officer, and has direct contact with two-way radios on each of the two police cars. The township currently has in service a 1967 Chevrolet, said to be in poor condition, and a 1968 Ford, in fair condition. Each officer pays for his own telephone, the numbers of which are published for the convenience of the public. The employment of an answering service is now under study. It is estimated that it would take approximately six minutes to respond to a service call from the home most distant from the township police headquarters.

Table VII
Police Equipment

	<u>Fairview Township</u>	<u>Wright Township</u>
Police Car	1969 stock Ford Sedan	1967 stock Chev. Sedan (poor) 1968 stock Ford Sedan (fair)
Base Radio	Based in local store	Two bases- one in each regular officer's home.
Car Radio	yes	yes
Telephone	Headquarters; each officer's home; answering service; paid by township.	Each officer's home; paid by officer's answering service under discussion.

I. Morale and Discipline

Both townships indicated that there have been no morale or discipline problems in recent years. Any such problem in Fairview Township would be handles directly by the Board of Supervisors, while under the new arrangement in Wright Township the initial responsibility is vested in the Director of Police and Public Safety. In neither case, is there a formal positive program for promoting police morale.

J. Memo Book, Blotter, and Records

In both townships, the police record system has been minimal to the present.

The inadequacy of police records in both townships is a direct effect of the minimal size of the police force, since officers are required to perform both field and office functions. Fairview Township reports that "records of all traffic and criminal violations are kept on file at the township building" without indicating the nature of the records nor differentiating the various types considered necessary in police operations. This is understandable in view of the single-member police force.

Wright Township indicated that as of January 1, 1970, the following records will be maintained; offense book, incidental book, complaint book, arrest book, traffic violations, juvenile cases, log for each cruiser, and a business card file.

K. Traffic and Juvenile Control

Pennsylvania Route 309 poses a serious traffic problem for the police of both townships. The most serious conditions are prevalent at the time of shift changes at Crestwood Industrial Park, especially from 3-5 PM on week days. At these times, the demand for traffic control activities leaves both townships short on manpower for other necessary police services.

Neither township has a special officer assigned to juvenile activities. Juvenile situations are handled initially by each officer on duty.

L. Police Patrol Operation

Patrol operations in both townships are handicapped by the small number of officers available at any given time, the high road mileage, and the dispersion of homes and other buildings over a wide area.

In Fairview Township patrol operations are conducted on an irregular basis. The duty schedule of the one regular officer consists of one 8-12 hour shift daily, six days per week, with provision for days off when part-time help is available. The conflict between patrol and headquarter's service is somewhat alleviated by the fact that the police car has direct radio contact with the answering service.

Wright Township, with its two fulltime officers, is able to patrol freely, and yet this is also on an irregular basis. Full police coverage is provided between 6 AM and 6 PM by the two fulltime patrolmen. Part-time officers cover during the same hours, and patrol approximately 2 hours per evening. Regular officers work 5 1/2 days per week, a shift consisting of 8 hours Monday through Friday and 4 hours on Saturday. Each of the two part-time officers is scheduled 2 hours on three days each, Monday through Saturday. When fulltime patrolmen are off duty, part-time officers cover via telephone.

Table VIII
Work Shifts and Patrols

	<u>Fairview Township</u>	<u>Wright Township</u>
Work Week	6 days	5 1/2 days
Daily Active Shifts	One duty shift of 8 - 12 hours. Remainder phone coverage.	Two officers 6AM-6PM.
Special Officers	On call	2 hours per evening, three days each, plus on call.
Patrols	Irregular	Freely on irregular basis.

M. Police Office and Detention

Both townships maintain minimal headquarters facilities at a central location. However, neither has local detention facilities. In the event that detention is required, the police officer must first obtain a commitment by a local magistrate, after which the arrestee is incarcerated in the Luzerne County prison at Wilkes-Barre.

N. Community Relations

Other than attempting to provide the best possible service to residents and organizations, and to assist neighboring communities when emergencies arise, neither township has established a positive program to promote goodwill and responsive public relations. The Director of Police and Public Safety in Wright Township has shown an awareness of the importance of such a positive program by proposing to establish one in the future.

O. Summary of Inventory

The objectives of this study do not include an in-depth analysis of specific police activities, nor performance records of either of the two township police departments. The data in each case are restricted to those essentials which confirm the tentative conclusions of the two governing bodies that separate police operations no longer are capable of providing that quality of service so necessary in the rapidly developing Mountaintop area. Obviously, the data presented here confirm that conclusion.

The data undoubtedly indicate that in both municipalities the number of regular and special police officers is insufficient to provide prompt and effective service at all times. One-man shifts result in unattended police headquarters, and, therefore, except for the direct radio contact with the answering service in Wright Township, also results in deprivation of immediate response to calls from residents at such times. Especially disconcerting is the complete absence of fulltime active police officers during part of the evening, and particularly during the critical hours from midnight to morning. Demands of heavy traffic control, and other necessary activities, such as investigation, prevent a regular program of township-wide patrol, especially throughout the night hours.

It should also be noted that the communications "black-out" between the residents and the patrolmen out on duty is not satisfactorily eliminated by the substitution of a telephone answering service. The latter is no effective substitute for the officer on active duty.

The data leaves no doubt that police service in both townships is seriously below minimal requirements even for a static community. Expansion and improvement of police service has definitely not kept up with the growth and development of the Mountaintop area since the start of the industrial expansion. The data assembled by the staff of the Institute of Regional Affairs shows the urgency of an effective type of joint police service, not only between Fairview and Wright Townships, but including other townships in that area.

The problems and inadequacies in police service in the two townships which have been the subject of this initial study differ only in degree, and that difference is so slight as to be nearly unnoticeable - too few fulltime officers, lack of active around-the-clock coverage, too little equipment, reliance on answering service, lack of general and specialized training program for the officers, inadequate personnel incentives such as decent pension and insurance protection and other "fringe benefits", and dependence on indefinite, informal arrangements for mutual aid between the two township departments.

Townships less fortunately situated than those of the Mountaintop area may find some little justification for inadequate police services because of a serious lack of taxable resources. Fairview and Wright Townships have the double advantage of being capable of raising necessary revenues by increasing their currently minimal real estate tax rates and the assured promise of continued industrial, commercial, and residential development which in itself guarantees adequate future revenues.

Police service is the most basic of all local government functions. There is little doubt that this service has been short-changed in the Mountaintop area even before the recent economic upsurge. With the arrival of more and more new residents, expansion and improvement of this service is indispensable.

III. THE KEY TO ADEQUATE PROTECTION

Small police departments are equally responsible for effective protection as are the departments of larger communities. At the same time, their very smallness creates or intensifies a number of problems like the following, which are evident in the borough and the two townships:

1. Limited financial resources restrict ability to provide necessary or desirable services, including a fulltime juvenile officer, and specially trained personnel for criminal investigation using modern techniques.
2. Crucial night shifts are given second priority to the more numerous daytime activities.
3. Duplication of equipment, used infrequently by either of the three departments, encumbers funds which could otherwise be used for needed equipment now lacking.
4. Lower salaries and limited opportunities for advancement make it difficult to employ and retain qualified and dedicated personnel.
5. Minimum number of police officers reduce the likelihood of continuing training because personnel cannot be released for this purpose without further sacrifice of services.

Each of the two townships, of course, could upgrade police services to the level required under pressing current conditions by extending themselves financially. However, each of the departments already requires additional funds merely to maintain the minimal services at the current level. It does not appear feasible, given existing tax rates, to provide sufficient funds to operate satisfactorily as separate departments.

The most promising remedy in the foreseeable future for the total police problem in the Mountaintop area in some form of cooperative arrangement established on a fixed, formal, and continuing basis, by resolution or ordinance, as provided by laws of the Commonwealth.

Such joint effort would offer significant advantages as the following:

1. Improved service at lower unit cost,
2. More efficient, effective, and economical service to the public.
3. Centralization of protection with accompanying improvement in administration and economy.

4. Opportunities for police specialization.
5. Professionally trained personnel.
6. Less likelihood of political influence.

IV. LEGAL BASIS FOR INTER-MUNICIPAL POLICE SERVICE

Before describing and commenting on a variety of available arrangements for formalized joint police services, it should be noted that there has been a continuing, but limited, cooperation and mutual use of police personnel between the separate departments in the two jurisdictions. The police chiefs discuss mutual problems on an unscheduled basis, and exchange information relating to a variety of police cases and activity. Occasionally, this cooperation has included assistance by the officers of one jurisdiction to officers of another on request.

Although such cooperation is admirable, its contribution to effective police service under current arrangements is very limited and it entails certain legal implications which cannot be ignored. The shortcomings arise from the fact that the mutual assistance is not formalized in any form of ordinance, resolution, or written agreement, but solely on an informal oral "understanding" involving the governing bodies and the police chiefs. This not only makes response to mutual needs for service uncertain, but poses a number of serious legal questions. Does an undeputized officer of one jurisdiction have the legal authority of a police officer while assisting an officer in another jurisdiction on a request not formalized by a legal agreement? Under current law, which jurisdiction is responsible for disabilities or liabilities incurred as a result of duty outside the officer's own municipality? How will the public's image of the officer and his department be affected by the inability of failure of an officer to assist in a given situation in another jurisdiction?

Although this informal cooperation augurs well for the success of a more formalized effort to improve the area's police organization and activities, it should be completely rejected in view of the practical and legal questions it poses.

Current Pennsylvania general and code law provides the necessary legal authority for a variety of inter-municipal police service arrangements, ranging from occasional mutual cooperation in special circumstances to complete integration of several departments into a single merged organization.

A. Auxiliary Police

The governing bodies of boroughs and townships are authorized to appoint auxiliary police officers. This general authority permits the two municipalities to appoint each other's regular, and/or auxiliary, police as auxiliary police in their respective jurisdiction, who would be subject to duty call at any time by the appropriate chief.

B. Contract for Mutual Aid or Complete Service

Act No. 581 (1966) authorizes municipalities to enter contracts with "near

or adjacent cities, boroughs, or townships, either for mutual aid or assistance in police and fire protection, or for the furnishing, or receiving from such cities, boroughs, or townships aid and assistance in police and fire protection, and to make appropriations therefor." Thus, two arrangements are possible:

1. Each municipality could retain its existing police department and contract for assistance from the others on an as-needed basis; or,
2. All but one of the departments could be eliminated and contracts made with the remaining department to provide all police service.

Under such a contract, the police of the employing borough or township would have all the powers and authority conferred by law on the borough or township police in the territory which has contracted to receive the services.

Under such a cooperative agreement or contract, the policemen, individually, must be appointed and accepted as policemen of the borough or township receiving the service by ordinance or resolution, respectively.

However, insofar as civil service and pensions are concerned, such policemen are deemed appointees and employees only of the municipality furnishing the service and making the original appointment.

C. Joint Action Contracts Under Codes

Under their respective Codes, boroughs and townships have a general power to engage in contracts for joint action "with other political subdivisions... in performing governmental powers, duties and functions in carrying into effect provisions of law relating to said subjects which are common to such political subdivisions."

D. Joint Municipal Activities Act

The Joint Municipal Activities Act, commonly called the General Cooperation Law, as amended to 1965, provides to subdivisions a comprehensive plan of cooperation with each other through joint agreements in the exercise of their governmental powers, duties and functions.

The act applies to any powers, duties, or functions which each may under law exercise and perform separately.

Such joint agreements take effect when adopted by ordinance of borough Council and by resolution of township supervisors, and are binding and enforceable.

Although the terms of joint agreements may vary according to the nature of the project or program, the act specifies a number of mandatory items:

1. The means by which the cooperation shall be effectuated.
2. Employment of personnel.
3. Employment of consultants.
4. Purchase of personnel property and materials for joint use.
5. Allocation of costs and expenses for administration of the agreement.
6. Term of agreement.
7. Manner of renewal.
8. Manner of disposing of joint property or sharing joint property on termination.

The agreement may be amended by the same procedure used for adoption.

In view of the fact that the townships officials appear favorably inclined to some form of cooperative police arrangement, the Joint Municipal Activities Act provides the most logical basis for affecting the police plan.

In the first place, it provides machinery for formulating the initial police agreement. Each of the taxing bodies may appoint by resolution a committee of one to three members to meet with similar committees from the interested jurisdictions to discuss the possibilities of joint cooperation. Each committee "shall have the power to enter into joint agreements which shall be valid only when adopted by ordinance or resolution of the respective governing bodies."

Secondly, the act lays the groundwork for extending inter-municipal cooperation by providing for joint advisory boards to aid and advise the governing bodies in ways and means of implementing cooperative action. The advisory board would consist of one member of each governing body chosen by majority vote. No compensation may be paid, but payment of travelling and other necessary expenses incurred in performance of board duties is permissible.

The agreement creating such an optional advisory board must contain, but not be limited to:

1. The nature and scope of activities with respect to which the board shall make studies, recommend programs and policies, and give advice to cooperating municipalities.
2. The manner in which the board shall make reports.

3. Furnishing office space, facilities, equipment and supplies, and such professional, technical, or clerical personnel necessary to perform the board's work.
4. The method of sharing board expenses.
5. Any other provisions deemed appropriate and desirable to govern the establishment, function, and termination of the board.

A third desirable feature of this Act is the assurance that no matter what form of cooperative police, or other, agreement is adopted, the legal prerogatives of each municipality are preserved. The Act specifically provides that "no municipality may delegate any of its powers, duties, and functions to another municipality, nor to authorize one municipality to exercise such powers, duties, and functions on behalf of another municipality." Control of the cooperative project thus remains with each participating municipality, acting within the framework of the agreement terms.

V. OPTIONAL JOINT POLICE AGREEMENTS

On the basis of the current police program in the two jurisdictions as described in this Report, and the provisions of Pennsylvania statutes relating to joint activities, several forms of cooperative approach may be considered.

Available options may be classified into three general types according to the nature of organization and the degree of integration of police services:

Agreements for mutual use of police personnel on a call basis only.

Contracts under which one municipality provides complete police service to others.

Merging police departments.

Any arrangements considered by the governing bodies should be restricted to the three general types herein described.

A. Formal Agreement for Mutual Use of Police On Call Basis Only

Current legislation authorizes a wide variety of binding formal agreements for mutual use of police limited to specified situations. Such agreements are generally referred to as "on call" or "on request" service.

Agreements of this type are adopted by ordinance in boroughs and by resolutions in townships. They may provide for assistance in general terms, such as "in an emergency," or "when a request is made," or the terms may carefully detail the specific conditions under which calls shall be honored.

Authority to make and accept or reject requests for aid is sometimes placed on the respective mayors of boroughs and a designated member of a township board of supervisors, or in the respective police chiefs, or both. Some agreements make response to a request mandatory, while others leave the decision to the chief to whom the request is made.

Police officers who may be called into another jurisdiction are vested with appropriate authority in that jurisdiction in several ways, at the same time remaining an employee of the municipality which hired him:

1. Each municipality, in the ordinance or resolution establishing mutual assistance, in general language, may confer on each other's police personnel all the powers and authority conferred on their own officers.
2. The mayors of boroughs and the supervisors in townships may be

directed in the agreement to swear in each other's police personnel as auxiliary policemen with appropriate authority.

Terms of compensation for services rendered include payments on an hourly basis, a flat monthly or annual fee, or, in some instances, no compensation except reciprocal services. Provision is also made for fixing liability in cases of injury or damage to individuals or property during extra-jurisdictional service, as well as medical and hospital coverage for police personnel so employed.

In all cases, police officers remain responsible to their employing jurisdiction, although when on "on call" service they are under command of the requesting chief or his designated subordinate.

This type of limited agreement serves a useful purpose in subdivisions which are small in area and population, and where the character of the community or communities requires a minimum of police activity.

Under conditions in the Mountaintop area, as described in this Report, agreements for "on call" service, though better than none, fall short of the service requirements, namely, a sufficient number of well-trained, expertly directed and supervised police officers to provide promptly at all times the types and quality of protection and services to which the residents are entitled.

B. Contracts for Police Services

It is permissible under Pennsylvania statutes for boroughs and townships which have no police personnel to purchase, by contract, police service from an adjacent or nearby municipality equipped to provide it.

Such arrangements have the merit of simplicity, for a contract, properly negotiated by the respective governing bodies, need merely establish the types and quality of service to be rendered, the scheduled hours for protection, amount and method of compensation, and responsibility for workmen's compensation, insurance coverage of various types, and other related matters.

Although such contractual arrangement for complete police service could be legally adopted to provide a single police department for the two communities, certain obvious facts make this method unrealistic and unacceptable:

1. It would require the elimination by ordinance or resolution of one of the existing departments.
2. It would remove all controls, except the restrictive terms of the contract, from the hands of two of the governing bodies.

3. It would require the expansion and reorganization of the department contracting to provide the service, which under existing circumstances, appears unworkable and unlikely.

The contract method has merit only when the municipality which is to provide the service has an established police department sufficiently large, highly trained, and adequately equipped to fill the needs of the receiving communities immediately.

C. Merged Police Department

The growing dilemma of increasing cost of police service and the rising public demand for more effective protection confronting the Mountaintop communities cannot be solved by intermunicipal agreements, formal or informal, providing mutual use of police on a part-time or emergency basis. Such agreements in developing areas are merely stop-gap measures which give the public a false sense of security and postpone a permanent resolution of the problem until it gets out of hand. At best, part-time formal agreements may provide a period of experimentation and trial as a first step in intermunicipal cooperation. Such experimentation is not necessary in the two municipalities, since the police departments have been cooperating in certain instances, of only on the basis of informal understanding.

The ultimate solution lies in some form of merged police departments. This has been done in many parts of the nation, especially in urban areas and neighboring suburban communities. To be successful, merger must be tailored to the geographic conditions in the given area, equipment and personnel currently in use, the variety of services deemed necessary, the state of present relations between governing bodies, and the degree of readiness to accept mutual service by officials and the public.

On the basis of the available data on current and anticipated needs for police service in the Mountaintop townships, a merged police department offers the most effective and economically feasible approach. Such a merger can be effected under the code provisions for inter-municipal agreements or under the Joint Services Act. The Joint Services, or "intergovernmental cooperation" act provides the soundest and most promising basis on which to proceed with merger precisely because: (a) its terms permit the two townships to set the level of mutual service at whatever point the aforementioned conditions dictate, and (b) it opens the door to other types of cooperative activity in the future.

The general features of such a merger, which should be incorporated into specific provisions of an agreement duly executed by the officials of the

two townships, are suggested below:

- Single Police District
- Joint Police Commission
- Functions of Joint Police Commission
- Police District Personnel
- Police Headquarters
- Equipment and Supplies
- Deputization of Personnel
- Merger Agreement

VI. CONCLUSION

A coordination of some functions of local government can never occur without comprehensive organization of local government. Local governments providing services at a level desired by local residents will continue to do so provided that service performance meets acceptable public standards. It is desirable to preserve as much local control of governmental services as is practical without sacrificing reasonable quality and quantity of service.

The prime police mission is to act as the enforcement arm of the criminal justice system by protecting persons and property. The means comprise authority, services, and constructive influences.

Greater interest in the present activities, personnel, organization, and operations in the police departments of the two townships, which is the subject of this study, combined with an understanding of requests for manpower and equipment by responsible residents and civic organizations can only result in greatly improved police protection for the whole Mountaintop area.

In recommending a single police district for the two townships, the objective has been the creation of a police force, with a complement of officers and organization having the qualities of intelligence and professional training, combined with expert organization and management. That would raise the level of police service. It should be clearly understood that economy of the police service in the two townships is the strongest argument in support of a functional joint police program. Moreover, the argument of improved police service is more than sufficient to offset the disadvantage stemming from the loss of freedom of individual action in police matters.

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MUTUAL POLICE ASSISTANCE AGREEMENT

FAIRVIEW AND WRIGHT TOWNSHIPS

WITNESSETH:

This AGREEMENT, made and entered into this _____ day of _____, 1970, among and between the Township of Fairview and the Township of Wright, all within the County of Luzerne, Pennsylvania, witnesseth:

- 1) whereas, increasing population and an increasing number of common problems have tended to obliterate municipal boundaries in the enforcement of laws of the Commonwealth of Pennsylvania in the Mountaintop area; and,
- 2) whereas, there is an urgent need for uniformity and continuity in the enforcement of such laws in the Mountaintop area; and,
- 3) whereas, the Mountaintop area is an area of small police forces, each operating independently; and,
- 4) whereas, coordination of police activity in the area has tended to be sporadic and informal; and,
- 5) whereas, the governing officials of Fairview Township and Wright Township have manifested a genuine interest in safer communities through improved police service;, and
- 6) whereas, the aforesaid municipalities have determined that the provision of police aid across jurisdictional lines will increase their ability to preserve the safety and welfare of the entire area; and,
- 7) whereas, those same public officials desire a functional police

program that contains the components of good police service; and ,

8) whereas, it is the desire of the aforesaid municipalities to enter into an agreement for the purpose of having available for use throughout the territorial limits of the two municipalities signing this joint agreement the services of police employed by any of the said municipalities, under the conditions set forth; and,

9) whereas, cooperation among adjoining municipalities is the exercise and performance of their governmental powers, duties, and functions is authorized by the Act of Genreal Assembly of 1958, September 29, P. L. 990, as amended (53 P.S. 422 et seq.).

NOW, THEREFORE, the parties to this agreement, in consideration of the mutual covenants and conditions herein contained, promise and agree with each of the parties as follows:

ARTICLE I.

It is agreed among the municipalities which are parties to this agreement to provide mutual aid and assistance in police protection and to furnish and receive from each other duly appointed police officers when a request is made for such police aid or assistance by the chief of police of any of the respective jurisdictions, or by any other authorized municipal official of the municipalities which are parties to this agreement.

ARTICLE II.

It is understood and agreed that compliance with the terms of this agreement shall be voluntary and not compulsory for the municipalities

furnishing police aid or assistance. Consequently, when a police officer of a municipality is requested to furnish aid or assistance to the police officers of another signatory municipality, as set forth in item 1, he shall respond promptly unless specifically ordered not to respond by direct order of his Chief of Police or other authorized official of his municipality.

ARTICLE III.

It is agreed that in the event such aid or assistance is refused when requested, the reason for such refusal shall be submitted in writing to the Board of Supervisors of each of the signatory parties.

ARTICLE IV.

While performing police functions in aid or assistance to another municipality signatory to this agreement, said officer or officers shall be empowered to exercise all of the functions and powers possessed under law by the police officers in the municipality which has requested the aid or assistance.

ARTICLE V.

When any police officer responds to a request for aid or assistance to any signatory municipality, he shall, at all times, remain the employee of the municipality by which he has been duly appointed. The appointing municipality shall at all times be responsible for payment of wages of such police officer, for carrying workmen's compensation, and for all other payments, benefits, and duties as established by his appointing authority.

ARTICLE VI.

No charges or expenses shall be assessable for police aid or assistance

furnished by one signatory municipality to another under terms of this agreement.

ARTICLE VII.

When any police officer responds to a request for aid or assistance as contemplated in paragraph 1 above, the responding officer shall be under the command and take his orders from the duly designated police officer in command in the requesting municipality. Violations of this provision shall be reported in writing to the Boards of Supervisors of the municipalities signatory to this agreement.

ARTICLE VIII.

The parties agree that any participating municipality may withdraw at any time from this agreement for mutual police aid or assistance by giving at least sixty (60) days notice in writing to each of the other signatory municipalities.

ARTICLE IX.

Any adjacent municipality not signatory to this original agreement may become a party by duly executed written request to and approval of all the existing signatories, provided it accepts all of the provisions of this agreement.

ARTICLE X.

This AGREEMENT made this _____ day of _____, 1970, between Fairview Township and Wright Township, both in the County of Luzerne, shall be in full effect when duly signed and attested by the

authorized officials of both municipalities, and shall be effective for future signatories immediately upon approval of their application for admission to the agreement as provided in paragraph 9 of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by its authorized officer or officers on the day and year first written above.

ATTEST:

TOWNSHIP OF FAIRVIEW

BY _____

ATTEST:

TOWNSHIP OF WRIGHT

BY _____



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