

FILE OF THE COUNCIL OF THE BOROUGH OF DALTON
NO. 6 OF 2023

A RESOLUTION

A RESOLUTION RATIFYING AND APPROVING THE FIRE SERVICES AGREEMENT BETWEEN DALTON BOROUGH AND THE DALTON FIRE COMPANY PREVIOUSLY EXECUTED AND ENTERED INTO BY DALTON BOROUGH OFFICIALS AND THE DALTON FIRE COMPANY

WHEREAS, Dalton Fire Company has provided fire and ambulance services to the citizens of Dalton Borough; and,

WHEREAS, the Dalton Fire Company has proposed a 3-year contract to continue providing fire and ambulance services to Dalton Borough residents through 2023, 2024 and 2025; and,

WHEREAS, a copy of the proposed Fire Services Agreement is attached hereby as Exhibit "A" and is incorporated herein by reference.

NOW THEREFORE, be it *RESOLVED* by the Council of the Borough of Dalton, Lackawanna County, Commonwealth of Pennsylvania, that the Fire Services Agreement negotiated and executed by Officials of Dalton Borough and the Dalton Fire Company is hereby approved and ratified in accordance with the terms and conditions in the Agreement attached hereto as Exhibit "A".

SECTION 1. This Resolution is effective immediately upon passage.

SECTION 2. If any section, clause, provision or portion of this Resolution shall be held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect any other section, clause, provisions or portion. The Borough reserves the right to amend this Resolution or any portion thereof from time to time as it shall deem advisable in the best interest of the promotion of the purposes and intent of this Resolution and the effective administration thereof.

SECTION 3. This Resolution is enacted by the Council of the Borough of Dalton under the authority of the Act of Legislature, February 1, 1966, P.L. (1965) as re-enacted and amended May 17, 2012, P.L. 262, No. 94, 53 P.S. Section 43,

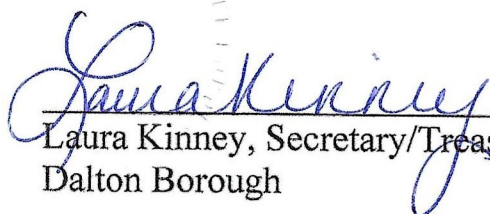
known as the Borough Code and any other applicable law arising under the laws of the Commonwealth of Pennsylvania.

Approved the 12 day of January, 2023.




William Brandt, President
Dalton Borough Council

ATTEST:



Laura Kinney, Secretary/Treasurer
Dalton Borough



Aaron Holzman, Mayor
Dalton Borough

Passed by Dalton Borough Council the 12 day of January 2023,
Receiving the affirmative votes of Unanimous

Negative votes of 0

AGREEMENT

THIS AGREEMENT made this ___ day of November, in the year 2022 between DALTON BOROUGH, hereinafter referred to as "Municipality"), a municipality located in the County of Lackawanna, State of Pennsylvania,

AND

The DALTON FIRE COMPANY, hereinafter referred to as ("Fire Company"), of the Borough of Dalton, County and State aforesaid,

WHEREAS, the Fire Company lies within Municipality, and

WHEREAS, the Fire Company is equipped to furnish reasonable protection from fire to persons and properties of the Municipality, and

WHEREAS, the Municipality recognizes the Dalton Fire Company as a Fire Company which will provide protection from fire to persons and properties in the Municipality:

NOW, THEREFORE, it is hereby agreed between the parties as follows:

1. FIRE PROTECTION. To the best of its ability, when dispatched, the Fire Company shall furnish and provide fire protection to all properties located within the confines of the Municipality, and the Fire Company will respond with its available and/or not in use equipment to all calls for assistance in subduing any fire in said Municipality and/or to prevent the spread thereof.

2. CONSIDERATION. The Municipality shall pay the Fire company annually a sum equal to the total assessed valuation of real estate in the Municipality multiplied by .00200 for 2023 calendar year; multiplied by .00212 for 2024 calendar year; and multiplied by .00225 for 2025 calendar year; said assessed valuation shall be determined by the most recent assessed valuation figures at the time of payment, as the same shall appear in the Assessor's office of Lackawanna County.

3. MEET AND DISCUSS. During the term of this Agreement, either party may notify the other if its desire to negotiate a change in the aforementioned rate of compensation for services rendered, in which case both parties thereto shall meet and discuss the aforesaid terms of compensation.

4. VOLUNTARY CONTRIBUTIONS. Nothing herein contained shall prevent individuals or businesses, who benefit from the services of the Fire Company, from making voluntary contributions to said Fire Company.

5. LEGAL AUTHORITY. Whenever the Fire Company shall respond to a call in the Municipality pursuant to this Agreement, the personnel of the Fire Company shall have all powers and authority conferred by law. In the event that another Abington Area mutual aid fire company responds along with or at the request of the Dalton Fire Company the first officer of either company, who arrives on scene, will assume command until an officer of the company within

who's jurisdiction the emergency is located arrives.

6. EXPIRATION OF AGREEMENT. This agreement shall automatically renew for another three (3) years at the expiration of the initial term unless a new Agreement is negotiated.

7. TERMINATION OF AGREEMENT. In the event a new Agreement cannot be negotiated by the parties within the first three (3) months of the renewal term, referenced in paragraph 6 above, the Fire Company shall have no duty to furnish or provide fire protection to the persons or properties in the Municipality after expiration of the effective term of this Agreement or upon termination of this Agreement by either party.

8. EFFECTIVE TERM. This Agreement shall be effective from January 1, 2023 to December 31, 2025.

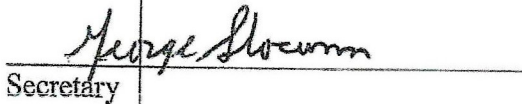
During the course of said period, either party may elect to terminate this Agreement by giving at least one hundred, eighty (180) day written notice.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement the day and year first written above.

DALTON FIRE COMPANY

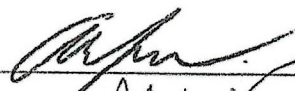


President



Secretary

DALTON BOROUGH

by: 

by: 

by: 