

**WESTFALL TOWNSHIP**  
**PIKE COUNTY, PENNSYLVANIA**

**ORDINANCE NUMBER 131**

An Ordinance of Westfall Township, Pike County, Pennsylvania establishing the Eastern Pike Regional Police Department under and pursuant to the Intergovernmental Cooperation Act and under the authority granted to Westfall Township pursuant to the Second Class Township Code.

Westfall Township Supervisors hereby ordain as follows:

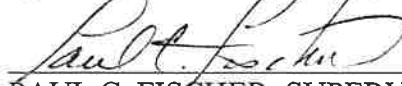
Section 1: The Supervisors of Westfall Township are hereby authorized and directed to execute and deliver the Regionalization Agreement between Westfall Township and the Borough of Matamoras, a copy of which is attached hereto. The specific terms, conditions, and provisions of the Regionalization Agreement are made a part hereof.

This Ordinance shall become effective immediately. Duly enacted and ordained this 4<sup>th</sup> day of October, 2007 by the Westfall Township Supervisors of the Township of Westfall, County of Pike, and Commonwealth of Pennsylvania in lawful session duly assembled.

  
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JAMES MUIR, CHAIRMAN

  
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LESTER J. BUCHANAN, VICE CHAIRMAN

  
\_\_\_\_\_  
ROBERT M. EWBANK, SUPERVISOR

  
\_\_\_\_\_  
PAUL C. FISCHER, SUPERVISOR

  
\_\_\_\_\_  
ROBERT BROWN, SUPERVISOR

ATTEST:

  
\_\_\_\_\_  
LISA GREEN, SECRETARY

## REGIONALIZATION AGREEMENT

This Agreement, made this 4<sup>th</sup> day of October, 2007, **BY and BETWEEN**, the Borough of Matamoras, a duly incorporated Borough of the Commonwealth of Pennsylvania, of Box 207, Matamoras, Pennsylvania 18336, and Westfall Township, a duly incorporated Township of the Commonwealth of Pennsylvania, of Box 247, Matamoras, Pennsylvania 18336.

### WITNESSETH:

**WHEREAS**, the Municipalities have expressed a desire collectively to associate themselves together by virtue of a certain Memorandum of Understanding to create a Regional Police Department;

**WHEREAS**, Pennsylvania Municipalities have the authority to enter into joint municipal agreements under and pursuant to the **Borough Code, 53 PS Section 1202 (34)**;

**WHEREAS**, under and pursuant to the Borough Code, political subdivisions may enter into agreements in accordance with existing laws, in making joint purchases of materials, supplies or equipment and in performing governmental powers, duties and functions and in carrying into effect provisions of law relating to said subjects which are common to such political subdivisions;

**WHEREAS**, The **Pennsylvania Constitution, Article 9, Section 5**, et seq, grants otherwise specific powers to municipalities to delegate or transfer any power or responsibility to one or more governmental units including other municipalities, the Federal Government and the State;

***WHEREAS***, Inter-Municipal Cooperation is further recognized under and pursuant to the **Inter-Governmental Cooperation Act**;

***WHEREAS***, each of the municipalities because of increasing population, mobility and concomitant increase in public safety problems tending to obliterate historical municipal boundaries in the enforcement of the Laws of the Commonwealth of Pennsylvania and the ordinances of the municipalities wish to dissolve jurisdictional lines for police services;

***WHEREAS***, there is an urgent need for uniformity and continuity in the enforcement of the Laws of the Commonwealth of Pennsylvania and the ordinances of the municipalities;

***WHEREAS***, the area of the municipalities, parties to this agreement, is an area of small police departments operating independently of each other;

***WHEREAS***, coordination and integration of the exercise and discharge of the police powers in the municipalities is required;

***WHEREAS***, the governing bodies of Matamoras Borough and Westfall Township, by appropriate resolutions, manifest a genuine interest in safer communities through improved police service;

***WHEREAS***, the participating municipalities have determined that the provision of police service across historical municipal jurisdictional lines will increase their ability to observe and protect the public safety and welfare of all the residents of the entire area;

***WHEREAS***, the duly elected public officials of the participating municipalities desire a full and complete police program that contains the component of adequate police service;

*WHEREAS*, it is the desire of the municipalities to enter into this agreement for the purpose of having available for use throughout the territorial limits of each municipality the service of police employed by any and all of the said municipalities under the terms and conditions hereinafter set forth;

*WHEREAS*, cooperation among the adjacent municipalities is the proper exercise and discharge of their governmental powers, duties and functions, and it is provided in the Constitution of the Commonwealth of Pennsylvania in Article 9, Section 5.

*NOW, THEREFORE*, in consideration of the mutual promises hereinafter contained, the parties hereto intending to be legally bound hereby, have agreed as follows:

1.) Term of Agreement: The term of this regionalization agreement shall be for a period commencing on January 1, 2008 at 12:01 p.m. (hereinafter the “effective date”) and no party hereto can terminate its rights, duties, obligations, and requirements imposed hereby for a minimum of three (3) years from the effective date of this agreement without the unanimous written consent of all other parties hereto.

2.) Police Department Boundaries: All mutual municipal boundaries of the participating political subdivisions shall be obliterated for the purpose of police service, so that a single police district comprising the total geographic area of the Borough of Matamoras and the Township of Westfall is established, hereinafter known as the Eastern Pike Regional Police Department.

3.) Regional Police Commission: The Eastern Pike Regional Police Department shall be under the general supervision of a joint commission to be known as Eastern Pike Regional Police Commission (“Commission”) consisting of two (2)

representatives from each municipal party to this agreement and one (1) additional member, pursuant to Section E hereof; provided when additional municipalities become party to the Eastern Pike Regional Police Department, each such municipality joining shall have the same number of members on the commission as each municipality already a member of the Eastern Pike Regional Police Department. The joining municipality shall determine the appointees by resolution, and so notify the commission.

Section A - The representatives from each municipality shall be two (2) elected officials of each municipality to this agreement.

Section B - The governing body of the joining municipalities shall appoint the members of the joint Eastern Pike Regional Police Commission to represent such municipality for a term of two (2) years, to serve at the will of the governing body. The term of office shall commence on the date of the reorganizational meeting of the governing body of the municipality. An appointment made during a term of office shall expire at the end of such term, unless earlier terminated by the governing body.

Section C – If the member of the commission is separated from their elected office, for any reason, or is absent or incapacitated such that he or she does not attend 3 consecutive monthly meetings of the commission without an acceptable reason, his or her office on the commission shall automatically become vacant and the governing body of the municipality shall make an appointment to the unexpired term or interim term.

Section D – The officers of the commission shall be chairman, vice chairman, secretary and treasurer, their duties as prescribed by Roberts Rules of Order, as revised.

Section E – In the addition to the municipality members of the commission, an additional one (1) member shall be elected to the commission by the governing

commission members for two (2) years. Such member may be removed by the commission. Such member shall be a resident of Pike County Pennsylvania.

Section F – The members of the commission shall serve without compensation.

4.) Meetings: The first meeting of the commission shall be within two (2) weeks of the execution of this Regionalization Agreement for the purpose of electing officers and the additional member referred to in paragraph 3, Section E above, for the period of time until the next reorganizational meeting of the municipalities governing bodies who are parties to this agreement. Thereafter, the commission shall meet at 7:00 p.m. on the 10<sup>th</sup> day following the reorganizational meeting of the municipalities governing bodies who are parties to this agreement, or at such other time set by the commission, for the purpose of electing officers for two (2) year term and in the event that such day is a legal holiday under the Laws of the Commonwealth, then the organizational meeting of the commission will be held the next succeeding secular day not a legal holiday under the Laws of the Commonwealth of Pennsylvania or at such other time as may be determined by the commission.

Section A – The members of the commission shall meet at 7:00 p.m. on the same day of each month as determined by the commission for the purpose of conducting the business of the commission, and in the event that such day is a legal holiday under the Laws of the Commonwealth, on the next succeeding secular day not a legal holiday under the Laws of the Commonwealth of Pennsylvania or at such other time as may be determined by resolution of the commission.

Section B – Special or rescheduled regular meetings of the commission may be scheduled by appropriate resolution of the commission fixing the date, time and place of

each meeting. Special or rescheduled regular meetings may be called by the chairman or can be called at the written request of any two (2) or more members of the commission. The call and the request, if any, shall state the purpose of the meeting. The meeting shall be held at such date, time and place as shall be designated in the call of the meeting. Written notice of each special or rescheduled meeting shall be given, at least one (1) day prior to the day named for the meeting, to each member of the commission who does not waive such notice in writing, and comply in all other respects with the open meeting law.

Section C – The majority of the members of the commission shall be necessary to constitute a quorum for the transaction of business and the acts of a majority of the members present at a meeting at which a quorum is present shall be the action of the commission. Voting on all questions shall be taken by a show of hands or voice vote, provided, however, that the chairman may on his or her own motion, or shall at the request of another member, cause the vote to be taken by roll call. The parliamentary procedure of the commission shall be governed by Roberts Rules of Order, as revised.

Section D – The secretary shall maintain an accurate record of the minutes of the meetings, regular or special, and other records; and further, that such minutes and records shall, at reasonable times be open for inspection by any citizen of the participating municipalities.

5.) Apportionment Formula: All costs for area wide police services shall be apportioned on an equitable basis in accordance with the determination arrived at by the member governing bodies. Initially, the Borough of Matamoras shall be responsible for 50% of the cost of operation and the Township of Westfall shall be responsible for 50% of the cost of operation. This formula based on population, will be revised every census.

6.) Finance: The Commission shall prepare an annual budget which shall be submitted for consideration and approval to each of the participating governing bodies not later than October 1<sup>st</sup> each year; and, if approvals by the participating municipalities have not been consummated, the prior years budget shall be operative until such approvals are given to the commission. Each municipal party to this agreement shall release to the treasurer proportionate shares of the annual budget appropriation quarterly on the 1<sup>st</sup> day of February, May, August and November of each year.

Section A – All monies of the Eastern Pike Regional Police Department, from whatever sources derived, shall be paid to the treasurer of the commission. Said monies shall be deposited by the treasurer in a special account in a bank located in one of the participating municipalities. The account, to the extent that same is not insured, shall be continuously secured by pledge of direct obligation of the USA or the Commonwealth, or the municipalities creating the Eastern Pike Regional Police Department, having an aggregate market value at all times at least equal to the balance on deposit on such an account. The monies in said account should be paid out on a warrant or other order of the treasurer of the commission or such other person as the commission may authorize to execute such warrants or orders. The treasurer of the commission shall give bond on such sums as approved by the commission, and the premiums shall be paid by the commission.

Section B – All fines paid to the District Justice or a Court of Common Pleas pursuant to citations issued by the Police Officers of the Eastern Pike Regional Police Department and all other revenues generated thereby shall be retained by the commission and/or paid over to the commission by any municipality receiving such monies from the



District Justice or Court without any credit being issued for the municipal contribution under paragraph 5, hereof. Those revenue sources, however, shall not include fines, costs, or other similar amounts received or generated by citations issued, fines imposed, or other actions taken by non police employees of the municipalities.

Section C – The Commission shall file an annual written report covering its police work with the Department of Community Affairs of the Commonwealth of Pennsylvania, and with the municipalities constituting the commission by February 15<sup>th</sup> of each year. The Commission shall have its books, accounts, and records audited annually by a certified public accountant and a copy of the audit report shall be attached to, and be made a part of the aforesaid annual report. A concise financial statement shall be published annually, at least once in a newspaper of general circulation in the participating municipalities. If the commission fails to make such an audit, then the comptroller, auditors, or accountants designated by any one or all participating municipalities shall be authorized from time to time to examine the books for the commission including its receipts, disbursements, sinking funds, investments, and any other matters relating to its financing and affairs. The Attorney General of the Commonwealth of Pennsylvania shall have the right to examine the books, accounts, and records of the commission.

7.) Jurisdiction and Power: The Eastern Pike Regional Police Officers and civilian personnel shall be under the direct supervision of the police chief who shall report to the Commission.

Section A – The department under the direction of the chief shall provide to the Commission the technical supervision and direction to all of the police activities of the district providing police services as required in each participating municipality which

may include investigation of all crimes and complaints within said municipalities, assistance in the enforcement of ordinances in the municipalities, and all other services normally provided by a municipal police agency.

Section B – The Commission shall be responsible for the financial and legal administration of the police department. This Commission shall be responsible for administering payroll, fringe benefits such as insurance, retirement, pension, and all other personnel administrative matters in accordance with the policies established and direction provided by the Commission.

Section C – In addition to the foregoing, but not limiting the implied powers provided herein, the Commission shall have the following expressed authority;

- a. Lease, sell and purchase real estate;
- b. Lease, sell and purchase personal properties;
- c. Enter into contracts for the purchase of goods and services and collective bargaining agreements;
- d. Hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise, deal with employees;
- e. Serve as hiring board for the employee grievances;
- f. Establish and maintain bank accounts and other financial accounts;
- g. Invest monies and investments authorized for municipalities of the Commonwealth of Pennsylvania;
- h. Borrow monies;
- i. Delegate any of its powers, expressed or implied, to its police chief, or his or her designee;

- j. Obtain legal, accounting and other professional services;
- k. Establish and fund employee benefit program, including a pension fund, group insurance, and social security benefits; and
- l. Adopt by laws and policies consistent with this agreement and its purposes.

Section D – All appointments, removals, promotions and suspensions shall be recommended to the Commission by the Police Chief or Acting Police Chief pursuant to policies established by the Commission.

Section E – The Commission shall make uniform policies on wages, hours, and conditions and terms of employment and other matters related to effective police service, consistent with the laws of the Commonwealth of Pennsylvania.

Section F – The Commission shall adopt a written police personnel policy covering all the sections of this article and such other and appropriate matters to administer the department and make same available for distribution to the parties of this agreement.

Section G – The municipalities are responsible for their pro rata share of the employer cost of the Eastern Pike Regional Pension Fund under Act 205 of 1984, and may fund their share with all or part of the general municipal state aid pensions funds distributed to the participating municipalities by the Commonwealth of Pennsylvania. Allocation of sufficient funds shall be forwarded by the joining parties to this agreement to the Commission, for the purposes authorized under such Act governing the operation of police pension funds, the amount credited against the proportionate share of the total cost to be paid by the parties to this agreement.

Section H – The Commission shall have the power to enter into contracts for polices of group insurance and employee benefits, including social security from employees of the Eastern Pike Regional Police Department.

Section I – All full time police officers employed by Matamoras Borough and Westfall Township shall, coincidental with the commencement of the department providing services to the municipalities, merge into a single, consolidated bargaining unit for purposes of executing a consolidated regional police contract providing for salaries, wages, benefits, ranks and positions, and seniority levels, and establishing of the terms and conditions of employment. Matamoras Borough and Westfall Township, shall thereafter take all steps necessary to effectuate the transfer of police officers from their respective municipal departments to the regional department at salaries, wages, benefits, ranks and positions and seniority levels as agreed upon by the municipalities. In the event the respective police departments of Matamoras Borough and Westfall Township oppose the regionalization of police services and do not execute the consolidated regional police contract, Matamoras Borough and Westfall Township shall proceed with the commencement of the department by assigning their respective police officers to perform police services under the direction and control of the Commission while remaining employees of their respective borough or township. The officers of each municipal department shall continue to operate under the terms and conditions of their then existing agreements, including all wages, hours, benefits, etc. as well as any and all past practices of their respective departments, unless and until a new regional police contract is reached. This section shall apply only to Matamoras Borough and Westfall Township and shall not

be applicable to any municipality which may subsequently join the department as provided for herein.

8.) Property: All existing police equipment, materials and supplies of the parties to this agreement which are useful to the joint operation shall be purchased by the Commission at the fair market value of said equipment, materials and supplies. The fair market value shall be determined by appraisers appointed by the participating municipalities and shall be based primarily upon current prices in this region for equipment, materials and supplies in the used equipment, material and supply market.

Section A – In the event of termination of this agreement, all common equipment, materials and supplies retained by the department shall be appraised by appraisers appointed by the parties to the agreement for purposes of determining the value of the equipment, materials and supplies. The equipment, materials and supplies shall then be distributed in the same proportion as the actual expenses of the participating municipalities for the area wide protection during the past twelve (12) month period. In the event that an equitable distribution is not possible, all, or any portion of the equipment, materials and supplies, may be sold and proceeds distributed in the aforesaid proportion

Section B – Matamoras Borough and Westfall Township shall contribute the cash necessary and appropriate to fund initial working capital in acquisition or leasing of assets required to operate the department. Determination of these amounts shall be made by mutual agreement of Matamoras Borough and Westfall Township after preparation and review of a proforma budget, income/expense statement, and balance sheet for the department. All cash and other capital contributions shall be allocated between

Matamoras Borough and Westfall Township and reflected in Exhibit "A" which is attached to this agreement. All such contributions in accordance with this paragraph shall be part of the respective capital contributions, reflected in Exhibit "A".

Section C - Any capital contribution by any municipality subsequently joining the Commission, if any, shall be identified in Exhibit "B" to be attached to this agreement.

9.) Regional Police Pension Plan: The Commission shall establish for the benefit of all police officers a regional police pension plan through a transfer and merger of the Municipalities existing pension plans into a new regional pension plan. The Commission shall administer, manage, fund, and maintain the regional pension plan in accordance with applicable law. The timing, method, and procedure for the merger and creation of the regional pension system shall be accomplished in accordance with a plan developed by the actuary consultant and other pension experts hired by the Commission and under applicable law. The Municipalities agree to cooperate with each other and the Commission in the creation of the regional pension plan and to execute any documents and adopt any ordinances that may be necessary to create the new plan and achieve the purpose and intent of this paragraph. Upon creation of the new regional pension plan and transfer of assets and liabilities, the Commission shall assume full responsibility for the accrued pension liability attributable to its officers who had been police officers employed by one of the Municipalities. The Commission shall indemnify and hold harmless the Municipalities from any and all claims made against them by any police officer, their heirs, executors, and administrators based on said accrued liability. Upon the effective date of this agreement, or as soon as practical thereafter, Matamoras Borough and Westfall Township shall, after complying with, and obtaining any necessary

authorization prescribed by applicable statutory and regulatory law, transfer existing pension funds into the regional police plan. This section shall apply only to Matamoras Borough and Westfall Township and shall not be applicable to any municipality which may subsequently join the department.

Section A - In the event of dissolution, pension assets shall to the extent permitted by applicable law, be distributed as follows:

Accrued Liability. A municipality hiring officers who, at time of dissolution were members of the Department and participants in the regional pension plan shall assume full responsibility for the accrued pension liability attributable to such officers. The Commission shall turn over to that municipality from the regional pension plan a sum sufficient to fund the accrued liability assumed by the municipality. The amount tendered shall be used to fund the assumed pension liability of officers hired and for no other purpose. Upon the assumption of accrued pension liability, the municipality receiving funds shall indemnify and hold harmless the Commission from any and all claims made against them by any police officer, their heirs, executors, and administrators based on said accrued pension liability.

Unencumbered Funds. The Commission shall distribute remaining unencumbered assets of the regional pension fund, or any portion thereof which the Commission is permitted by law to transfer, to the Municipalities in the same proportion that the Municipalities contributed assets to the regional plan at the time it was created. Provided, however, that before such distribution may be made, each municipality hiring former regional police officers and plan participants shall first receive a sum sufficient to fund the accrued liability it has assumed for such officers. This distribution of pension

funds under this subparagraph shall be determined solely by the actuarial consultant for the regional pension plan at the time of dissolution.

10.) Police Headquarters: The Central Police Headquarters for the Eastern Pike Regional Police Department shall be located initially in Matamoras Borough. The final location of the Central Police Headquarters shall be determined by the Commission.

11.) Police Record System: The Chief shall establish and control a complete and up-to-date uniform police record system after first assembling all existing police records of the police departments of the municipalities which are parties to this agreement.

12.) Deputization, Immunity and Claims: The Chief shall furnish to each of the municipalities party to this agreement, the names of all police officers of the Eastern Pike Regional Police Department for the purpose of deputization of such officers as police officers of all the municipalities in order to perform police duties outside the boundaries of the municipality appointing such police officers.

Section A - The police services performed and the expenditures incurred under this agreement shall be deemed for public and governmental purposes, and all immunities from liabilities enjoyed by the participating municipalities within its boundaries shall extend to its participation in police services outside its boundaries.

Section B - The department shall maintain adequate liability insurance coverage against claims arising out of the police activities in each participating municipality rendering police duty or service hereunder in its own and outside its municipal boundaries. Each participating municipality hereby waives any and all causes of action or claims against all other participating municipalities hereto and against the Eastern Pike Regional Police Department which may arise out of their police activities and in the case



of municipalities participating hereunder whether within or outside of their respective municipal boundaries while rendering police service or duty under this agreement . Each party to this agreement and the department further agrees to cause any insurance policy giving liability coverage against claims arising out of its police activities, and in the case of municipalities hereunder whether within or outside its municipal boundaries, to contain a waiver of subrogation clause or endorsement under which the insurance company waives its right of subrogation against each party to this agreement as to any and all causes of action or claims against all other participating municipalities hereto which may arise out of their police activities hereunder.

Section C- For purposes of liability in actions arising out of regional police services, all participating municipalities shall be proportionately liable for actions against any municipality for services lawfully provided. The proportion of liability shall be in the same proportion as the actual expenses of the participating municipalities for the area-wide protection during the period of police services in question. Notwithstanding anything to the contrary, for purposes of liability and actions arising out of police services provided prior to the consolidation of police services, each municipality shall be liable for actions against it, regardless of the date of the decision, award or judgment rendered by any board, tribunal or court.

13.) Joinder of Additional Municipalities: Additional municipalities may become party to this Agreement upon application to the Commission, approval of all the then participating municipalities, payment of an admission fee and upon proper acceptance of the provisions of this agreement by the applicant municipality.

Section A. The Commission may permit the purchase of services by non-participating municipalities on a unanimous agreement by the participating municipalities. Such municipality shall not enjoy the rights and privileges of, nor the duties and liabilities of those imposed by this agreement, except to the extent specifically identified and incorporated in the contract between the Commission and such municipality.

14.) Withdrawal of Municipalities: Because of the great amount of time, mutual commitment, reliance and expense expended in the formation of the department, Matamoras Borough and Westfall Township agree not to withdraw from participation in the department or dissolve the department before December 31, 2011.

Section A – The parties recognize that there is a cost increase and a possible negative impact upon the quality of service in the event that one wishes to withdraw as a participant. As such, upon withdrawal, the remaining municipality should not have to suffer the financial loss or reduction in quality of service due to an individual municipality decision to withdraw. The actual identifiable cost of such withdrawal and the withdrawing municipalities proportionate share of any continuing obligation and liabilities is necessarily assumed by the remaining municipalities which are attributable to the withdrawing municipalities participation, shall be paid by the withdrawing municipality. The cost, obligations and liabilities shall be limited to those incurred through the first year that the municipality has withdrawn. In describing the cost of withdrawal to be borne by the withdrawing municipality, a liberal, broad and comprehensive interpretation of those costs is appropriate. The costs, obligations and liabilities at the effective date of any withdrawal must be evaluated, on a case by case

basis, before being determined and assessed against the withdrawing municipality. The following constitutes a listing of identifiable costs, obligation and liabilities which may be assessed by the Commission upon the withdrawing municipality, and is subject to modification, addition or subtraction on a case to case basis:

- a. Unemployment compensation;
- b. Contingent welfare benefit cost;
- c. Awards and legal fees regarding collective bargaining agreements and for unfair labor practices;
- d. Unit cost increases to remaining municipalities; and
- e. Increased accounting, actuarial and legal fees.

Certain costs, obligations and liabilities for which a withdrawing municipality is responsible may not be calculable until the effective date of the withdrawal since the cost may vary from day of notice of withdrawal to the actual effective date. Such costs shall, in fact, be assessed as of the effective date. In addition, some costs, obligations and liabilities are of a continuing nature and will extend well beyond the effective date of termination. Those costs can only be estimated, and shall be assumed by the withdrawing municipality pursuant to the terms of the separation agreement. Upon withdrawal, a municipality shall receive, in cash or in kind, as determined by the Commission, an amount equal to its capital contributions reflected in Exhibit A or Exhibit B, subject to deduction or adjustment for depreciation and obsolescence, less any sums due to the Commission, payable at the discretion of the Commission, either in a lump sum payment within thirty (30) days after the effective date of the withdrawal or in three (3) equal annual installments, with the first payment due within thirty (30) days of the effective

date of withdrawal and succeeding payments due on or before the expiration of two (2) years thereafter.

Section B - A separation agreement shall be executed by the Commission and the withdrawing municipality prior to the effective date of termination, setting forth the details of the continuing costs, obligations and liabilities between the Commission and the withdrawing municipality, and any other details of agreements terms and conditions concerning this severing of relationship between the parties, and the satisfaction of remaining commitments. In the event the municipalities are unable to agree upon the costs, obligations and liabilities of the withdrawing municipality, the municipalities shall agree upon and appoint an independent accountant to calculate such costs, obligations and liabilities. In the event the municipalities are unable to agree upon an accountant, they shall petition the Court of Common Pleas of Pike County which shall make such an appointment. The calculations and determination of the accountant shall be deemed final and unappealable.

Section C - Any municipality desiring to withdraw from the department has to provide written notice of its intent to do so to the Commission and all other municipalities at least one (1) year prior to the effective date of such withdrawal.

15.) Interpretation of Agreement: All differences arising out of interpretation of this Agreement shall be resolved by the Commission. In the event the Commission is unable to resolve said differences the municipalities shall petition the Court of Common Pleas of Pike County which shall resolve all differences arising out of interpretation of this Agreement.

16.) Dissolution: Dissolution of the department may be effectuated by a vote of every member of the Commission and passage of ordinances by each of the municipalities directing dissolution. All votes required to effectuate dissolution under the terms of this agreement must take place at least one (1) year prior to the start of the fiscal year during which such dissolution is to be effective.

Section A - In the event of dissolution of the department, all real estate, vehicles, equipment, materials and supplies retained by the department shall be appraised by appraisers appointed by the Commission for purposes of determining fair market value. The Commission shall first pay all lawful debts and obligations incurred during its term of existence, or establish any reasonable reserve for same. Thereafter, the Commission shall pay to each municipality, in cash or in kind, a sum equal to the value of its initial capital contribution established pursuant to Paragraph 8 hereof. Last, the remaining assets, if any, shall be distributed to the municipalities, in like kind, in the same proportion as the funding assessments from the then current fiscal year. In the event that the department's municipalities cannot agree upon an equitable distribution, in like kind, the assets shall be sold and the cash proceeds distributed in the foregoing proportions.

Section B - Any real estate owned by the Department shall be sold in the event of a dissolution. Notice of the intention to sell real estate shall be given to the municipalities by certified mail. The municipalities shall have the right to submit written bids on any such property, with the highest bidder being entitled to purchase, provided that the bid price is at least 80% of the fair market value of the property is established by a competent real estate appraiser selected by the Commission. If no qualified bids are received within thirty (30) days of notice of sale being given by the Commission, then the

disposition of the property shall be by public or private sale as the Commission may determine. All proceeds of sale shall be disbursed to the municipalities in accordance with Section B above.

Section C - Each municipality shall be responsible for any unfunded or contingent liability of the department in the same proportions as the funding assessments for the then current year of dissolution.

17.) Amendment and Execution: This agreement shall be subject to amendment and/or modification only by written document executed by at least a majority of the then current municipalities.

Section A – This agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument and agreement..

IN WITNESS WHEREOF, the parties hereunto have executed the same day and year first above written.

MATAMORAS BOROUGH

By:  Chairman

WESTFALL TOWNSHIP

By:  Chairman