

SOUTHERN ARMSTRONG REGIONAL POLICE DEPARTMENT
CHARTER AGREEMENT

THIS AGREEMENT, is made this 24th day of August, 2022, (the "Effective Date") by and between the Borough of Freeport, Armstrong County, Pennsylvania, with its municipal offices at 414 Market Street, Freeport, Pennsylvania 16229 ("Freeport"), and the Township of Gilpin, Armstrong County, Pennsylvania, with its municipal offices at 589 State Route 66, Leechburg, Pennsylvania 15656 ("Gilpin Township"), as the initial Charter Municipalities of the Southern Armstrong Regional Police Department established pursuant to the authority of 53 Pa.C.S.A. § 2301 et seq., for the purpose of providing police services for the Borough of Freeport and the Township of Gilpin, and other municipalities who may subsequently participate under the terms of this Agreement.

Recitals

WHEREAS, Gilpin Township and Freeport Borough currently are served by police departments or services operating independently of each other; and

WHEREAS, Gilpin Township and Freeport Borough desire more uniformity and continuity in the enforcement of the laws of the Commonwealth of Pennsylvania and the ordinances of Gilpin and Freeport; and

WHEREAS, coordination and integration of the exercise and discharge of police powers in Gilpin Township and Freeport Borough can be improved and made more cost effective by the establishment of a regional police department; and

WHEREAS, the Councils of Freeport Borough and Gilpin Township, by appropriate resolutions and/or ordinances, manifested an interest in safer communities through improved police services; and

WHEREAS, it is the desire of Gilpin Township and Freeport Borough to enter into this Agreement for the purpose of having available for use throughout the territorial limits of Gilpin Township and Freeport Borough the services of the regional police department under the terms and conditions hereinafter set forth; and

WHEREAS, Gilpin Township and Freeport Borough desire to associate themselves in and by virtue of this Agreement to create a regional police commission to operate a regional police department; and

WHEREAS, cooperation between Gilpin Township and Freeport Borough is proper exercise and discharge of their governmental powers, duties, and functions, and is authorized by 53 P.S. Section 46202, Article IX, Section 5 of the Constitution of Pennsylvania, and 53 Pa. C.S.A. § 2301 et seq.

WHEREAS, the parties intend to enjoy police services provided by a regional police department commencing on October 15, 2022, or sooner if circumstances permit; and WHEREAS, in order to provide sufficient time to implement police services through a regional police department sufficient for the purposes set forth in this Agreement, the parties wish to establish a regional police department and commission effective upon the execution of this Agreement.

Witnesseth

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and intending to be legal bound hereby, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

Section A. "Commission" shall be defined as the governing body of the Southern Armstrong Regional Police Department.

Section B. "Department" or "Regional Department" shall be defined as the Southern Armstrong Regional Police Department, a legally independent, unincorporated, nonprofit association formed by this Agreement. It is a police department operated by the Commission and serving the Participating Municipalities' police needs.

Section C. "Charter Municipalities" shall be defined as Gilpin Township and Borough of Freeport.

Section D. "Contracting Municipalities" shall be defined as any municipality that is not a Charter Municipality or Participating Municipality which contracts with the Regional Department for police services.

Section E. "Participating Municipalities" shall be defined as the Charter Municipalities and any other municipalities that shall hereafter join the Department in accordance with Article XIV.

Section F. "Chief of Police" shall be defined as the Chief of Police of the Regional Department.

ARTICLE II

PURPOSE

The express purpose of this Charter Agreement shall be to establish the Regional Department as an unincorporated association, distinct from the Participating Municipalities, the goal of which shall be to provide comprehensive, quality police service to the Participating Municipalities and Contracting Municipalities in the most efficient manner.

ARTICLE III

JURISDICTION AND AUTHORITY

Section A. The Commission shall provide supervision and direction to all of the activities of the Regional Department, including responsibility for and jurisdiction over all actions customary and appropriate to provide police services to the Participating Municipalities and Contracting Municipalities, including, without limitation, investigation of all crimes and complaints requiring police attention within the Participating Municipalities and Contracting Municipalities, and all other services normally provided by a municipal police agency, as permitted by applicable law, and implied and incidental to effectuating the statement of Purpose in Article II.

Section B. In addition to the foregoing, the Commission shall have the following express authority:

1. Lease, sell and purchase real estate;
2. Lease, sell and purchase personal property;

3. Enter into contracts for the purchase of goods and services, and collective bargaining agreements;
4. Hire, fire, suspend, promote, demote, discipline, set salaries, and otherwise deal with employees;
5. Serve as a hearing board for employee grievances;
6. Establish and maintain bank accounts and other financial accounts;
7. Invest monies in investments authorized for municipalities of the Commonwealth of Pennsylvania;
8. Borrow monies;
9. Establish and fund employee benefit programs, including a pension fund;
10. Delegate any of its powers, express or implied, to its Police Chief or his/her designee;
11. Obtain legal, accounting, and other professional services;
12. Establish and fund employee benefit programs, groups, insurance, and social security benefits; and
13. Adopt bylaws and polices consistent with this Charter Agreement and its Purpose as stated in Article II.

Section C. The Regional Department's police officers and civilian personnel, except to the extent directed otherwise by the Commission, shall be under the direct supervision of the Chief of Police, who shall report to the Commission.

Section D. The Regional Department as created pursuant to Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania, and 53 Pa. C.S.A. § 2301 *et seq.*, shall not be governed by any Borough, City or Township Code other than as stated herein. The Commission may, in its discretion, look to such codes, for guidance in the administration of the Regional Department; however, in doing so, the Commission shall not be deemed to have adopted or become bound by said laws by implication or past practice. The Commission shall be bound by the provisions of the following employment law, as may be amended hereafter: 1) the Local Agency Law, 2 Pa. C.S.A. § 101 *et seq.*; 2) the Heart and Lung Act, 53 P.S. § 637 *et seq.*; 3) the Police Tenure Act, 53 P.S. § 811 *et seq.*; 4) Act 111, 43 P.S. § 217.1 *et seq.*; and 5) the Pennsylvania Labor Relations Act, 43 P.S. § 211.1 *et seq.* In the event that any provision of this Agreement may be contrary or inconsistent with one or more of these specifically referenced laws, and any amendment thereto, the law shall be controlling.

ARTICLE IV

POLICE DISTRICT BOUNDARIES

Section A. All mutual municipal boundaries of the Participating Municipalities shall be obliterated for the purposes of police services, so that a single police district, comprising of total political and geographic area of the Participating Municipalities is established.

Section B. The Participating Municipalities shall be deemed to have surrendered their authority to provide police services in said areas to the Commission, subject to the terms of this Agreement, the limitation set forth in Section C, and the terms and conditions of any additional agreement executed between a Contracting Municipality at the Regional Department.

Section C. The Participating Municipalities and Contracting Municipalities shall retain concurrent police powers within their respective jurisdictions, to enable each to enforce its own municipal ordinances in the manner and through the means each deems appropriate.

ARTICLE V

REGIONAL POLICE COMMISSION

Section A. The Regional Department shall be under the direction and control of the Commission, which shall be responsible for the operations, management, and administration of the Regional Department and have the functions, powers and duties prescribed by this Agreement.

Section B. The Commission shall consist of two (2) appointed representatives from each Charter Municipality and one (1) appointed representative from each Participating Municipality. On an as needed basis and in order to maintain an odd number of Commission members, the Charter Municipalities shall each appoint an alternate member as a "rotating member."

Notwithstanding the foregoing, the first non-Charter Municipality to join the Regional Department as a Participating Municipality shall have two (2) appointed representatives on the Commission.

Section C. The representatives from each Charter Municipality shall be appointed by the respective Charter Municipality's governing body and shall consist of two council/board members and an alternate, who also must be a member of the Charter Municipality's governing body. The

representatives from the Participating Municipalities shall be appointed by the respective Participating Municipality's governing body and shall be a member of the Participating Municipality's governing body.

Section D. The Charter Municipalities appointed alternate members shall serve as "rotating members" and shall serve as the odd number voting member of the Commission. This individual can be any member from any Charter Municipality's governing body. Starting with Gilpin, the rotating member shall alternate with the rotating member from Freeport every three consecutive months as the odd number voting member. Said alternate members shall only be a voting member when total Commission members from all Participating Municipalities are at an even number.

Section E. The term of each representative to the Commission shall be for a period of four (4) years, unless earlier removed from or terminated as a member of a Participating Municipality's governing body. Such representative's removal or termination from a Participating Municipality's governing body shall concurrently operate as a removal or termination from the Commission. The Charter Municipalities appointed regular and alternate Commission members' terms are not staggered; however, all other Participating Municipalities' Commission members' terms shall be staggered based on each Participating Municipalities' respective joinder date. For the purpose of Reorganization, Terms shall begin January 1 of the current or following year, depending which is closer to the joinder date of each respective participating municipality.

Section F. If an appointed representative of the Commission is separated from his or her membership of a Participating Municipality's governing body, for any reason, or is absent or incapacitated such that he or she does not attend six (6) consecutive meetings of the Commission without a reason acceptable to the majority of the Commission, the Participating Municipality shall replace such representative for his or her unexpired term on the Commission.

Section G. The Commission representatives shall elect a Chairman and Vice Chairman of the Commission and officers of the Commission which shall include a Secretary and Treasurer.

The term of the Chairman, Vice Chairman, Secretary and Treasurer shall be for a period of four (4) years. The Commission officers' terms are not staggered, and their duties shall be as prescribed by resolution of the Commission. For the purpose of Reorganization, Charter Municipalities executive's terms are considered effective January 1, 2023.

If an Officer is separated from his or her membership of a Participating Municipality's governing body, for any reason, or is absent or incapacitated such that he or she does not attend six (6) consecutive meetings of the

Commission without a reason acceptable to the majority of the Commission, the Commission shall replace such Officer for his or her unexpired term by vote of the Commission.

Section H. Contracting Municipalities shall not have the right to appoint a Commission representative.

Section I. No sworn police officer or civilian employee of the Regional Department shall be eligible for appointment to the Commission.

Section J. The members of the Commission shall serve without compensation, but may receive reimbursement for mileage, meals, and lodging incurred in the official discharge of their position.

ARTICLE VI MEETINGS

Section A. The first meeting of the Commission shall be within four (4) weeks of the execution of this Agreement for the purpose of electing the Chairman, Vice Chairman, Secretary and Treasurer.

Section B. Thereafter, any reorganization or election shall take place at the first meeting of the calendar year following the expiration of executive's terms as outlined in Article V, Section G, unless a vacancy occurs. In such case, the election for said vacant position shall take place at the first meeting immediately following the occurrence of the vacancy.

Section C. The Commission shall meet each month after public notice as may be required by law, for the purpose of conducting official business, or at such other times as may be determined by majority vote of the Commission members present.

Section D. Special and rescheduled regular meetings of the Commission may be scheduled by a majority vote of Commission members present fixing the date, time, and place of such meeting. Special and rescheduled meetings may also be called by the Chairman or at the written request of any two or more members of the Commission. The call and the request, if any, shall state the purpose of the meeting. Written notice of each such special or rescheduled meeting shall be given at least seven (7) days prior to the day of the meeting to each representative of the Commission who does not waive such notice in writing and the scheduling and holding of the meeting shall comply in all respects with the Pennsylvania Sunshine Act. The notice shall state the purpose of the special or rescheduled meeting. In the event of any participating municipality or the Commonwealth of Pennsylvania being

under an officially declared state of emergency, the request of at least 2 voting commission members, or deemed necessary by the Chairman, an emergency meeting may be called by the Chairman with at least 24 hour notice to all members of the Commission.

Section E. A majority of the members of the Commission who have the authority to vote shall be necessary to constitute a quorum for the transaction of business, and the acts of a majority of the Commissioners present at a meeting, at which a quorum is present, shall be the action taken; provided, however, that any vote pertaining to the expenditure of funds shall require a majority of the members of the entire Commission who have the authority to vote. Voting on all questions shall be taken by a voice vote, provided, however, that the Chairman may, on his own motion or shall, at the request of any Commissioner, cause a vote to be taken by roll call. The parliamentary procedure of the Commission shall be governed by Roberts Rules of Order, Revised, or as modified by any duly adopted resolution of the Commission.

Section F. The Commission's Secretary or his/her designee shall maintain an accurate record of the minutes of the meetings, regular or special, and such other records, as it deems necessary and appropriate. Such minutes and records shall, at reasonable time, be open for inspection as required by the provisions of the Pennsylvania Right-to-Know Law. A copy of the minutes of all meetings will be forwarded to each of the Participating Municipalities at the request of said municipality.

Section G. The Chief of Police, or his/her designee, shall attend all Commission meetings and, upon written request by the Participating Municipalities, attend the monthly meetings of the Participating Municipalities' governing bodies to keep the Participating Municipalities' and their constituents informed of the operations of the Regional Department.

Section H. The Chief of Police or his/her designee shall give a monthly report of the Regional Department's activities at each Commission meeting, and at any meeting of a Participating Municipality at which the Chief of Police is requested to attend. The Chief of Police or his/her designee or a financial officer appointed by the Commission shall also present a monthly finance report regarding the Department.

ARTICLE VII

APPORTIONMENT FORMULA

Section A. The cost contribution of each Participating Municipality shall be set by resolution of the Commission, being updated from time to time as deemed necessary by the Commission.

Section B. New Participating Municipalities will be assessed on the same apportionment formula. The Commission may assess a one-time "admission fee" to each new Participating Municipality to cover any cost associated with the admission of the new Participating Municipality into the Regional Department. The admission fee is separate and apart from a Participating Municipality's annual cost contribution described in Section A of this Article.

ARTICLE VIII

FINANCE

Section A. The Commission shall prepare an annual budget which shall be submitted for review by each of the Participating Municipalities not later than August 31st of the year preceding the budget year. Upon approval of the Commission, the budget shall become effective for the year for which it was formulated. If required approval is not obtained on or before the date of the December meeting of the Commission, the prior year's budget shall be operative until the new budget is approved by the Commission. Each Participating Municipality shall make payment of its annual cost contribution bimonthly on the first day of January, March, May, July, September, and November. Contracting Municipalities, if any, shall pay all required fees, costs, and expenses in the manner set forth in their negotiated contracts.

Section B. All monies of the Regional Department, from whatever source derived, shall be paid to the Treasurer of the Commission. Said monies shall be deposited by the Treasurer in a special account in an FDIC insured depository. The account, to the extent the same is insured, shall be continuously secured by a pledge or direct obligation of the United States of America or the Commonwealth of Pennsylvania, or of the Participating Municipalities, having an aggregate value at all times at least equal to the balance on deposit on such an account. The monies in said account shall be paid out on the warrant or other order of the Treasurer of the Commission and one other member of the Commission. The Treasurer of the Commission or

his/her designee shall give bond in such sum as approved by the Commission, and the Commission shall pay the premiums.

Section C. The Commission shall file all required federal and state reports, and its annual written report addressing its police work with the Department of Community and Economic Development of the Commonwealth of Pennsylvania, its successors and/or assigns, if required, and with the Participating Municipalities, if requested, by May 15th of each year. The report shall, at a minimum, set forth the number and type of incidents and any trends relating thereto, recommendations as to improving police services, and proposed capital improvement expenditures for subsequent years. The Commission shall have the Department's books, accounts, and a copy of the audit report shall be attached to, and be made a part of, the aforesaid annual report. If the Commission fails to make such an audit, then the controller, auditors or accounts designated by any one or all Participating Municipalities shall be authorized from time to time to examine the books of the Regional Department, including its receipts, disbursements, sinking funds, investments and any other matters relating to its funding and affairs. The Attorney General of the Commonwealth of Pennsylvania shall have the right to examine the books, accounts, and records of the Commission.

Section D. All fines paid pursuant to the citations or criminal actions issued by the police officers of the Regional Department and all other revenues generated thereby shall be retained by the Commission and/or paid over to the Commission by any Participating Municipality or, as applicable under the terms of the their contract with the Regional Department, any Contracting Municipality receiving such monies without any credit being issued for the cost contributions required under Article VII, Section A thereof. These revenue sources, however, shall not include: (1) fines, costs, or similar amounts received or generated by citations issued, fines imposed, or other actions taken by non-police employees, including appointed zoning and/or code officials, of the Participating Municipalities or, as applicable under the terms of the their contract with the Regional Department, the Contracting Municipalities ; and (2) non-fine revenue generated by parking meters (fines and cost generated for parking violations, however, shall be revenue paid to the Commission).

Section E. The fiscal year for the Department shall initially be from the effective date of this agreement through December 31st, 2023. All following fiscal years shall be January 1st through December 31st of each year proceeding.

ARTICLE IX
CAPITALIZATION

Section A. All existing police vehicle(s), equipment, materials, and supplies of the Participating Municipalities that are deemed useful to the Commission and/or Department shall be assigned or conveyed to the Regional Department by the Participating Municipalities contemporaneously with their joinder to the Regional Department.

Section B. Return of Equipment Upon Withdrawal or Dissolution.

a. If this Agreement is terminated within 10 (ten) years of execution, all vehicle(s), equipment, materials, property, and supplies assigned or conveyed by a Participating Municipality to the Commission and still owned by the Commission at the time of termination shall be returned to that Participating Municipality.

b. In the event of termination after 10 (ten) years, all common vehicle(s), equipment, materials, property, and supplies retained by the Commission shall be appraised by appraisers appointed by the then Participating Municipalities for purpose of determining the value of the vehicle(s), equipment, materials, property, and supplies. The vehicle(s), equipment, materials, property and supplies so appraised shall then be distributed in the same proportion as the cost contribution of the Participating Municipalities pursuant to Article VII during the twenty-four (24) Month period preceding the termination. In the event that an equitable distribution is not possible, all or any portion of the vehicle(s), materials, property, and supplies shall be sold, and the proceeds distributed in the aforesaid proportion. Furthermore, any cash shall be distributed to the Participating Municipalities in the same proportions.

c. Equipment conveyed or assigned to SARPD by a Participating Municipality, if said Participating Municipality withdraws from the Department, shall be distributed as outlined in Article XV, Section E within this agreement.

ARTICLE X
PENSIONS

Section A. The Commission shall establish a pension plan for its uniformed officers in accordance with the provisions of Act 600, as amended.

53 P.S. § 767 *et seq.* On or before the Effective Date of this Agreement, or as soon as practicable thereafter, the Charter Municipalities shall, after complying with and obtaining any necessary authorizations prescribed by applicable statutory and regulatory law, transfer existing pension funds into the Regional Police Pension Plan.

Section B. The Commission shall also establish a pension plan for its full-time civilian employee(s) ("Regional Non-uniformed Pension Plan"). On or before the Effective Date of this Agreement, or as soon as practicable thereafter, Gilpin Township and Freeport Borough shall, after complying with and obtaining any necessary authorizations prescribed by applicable statutory and regulatory laws, transfer existing pension funds for its civilian police employee(s) to the Regional Non-Uniformed Pension Plan.

Section C. In the event of the dissolution of the Regional Department, or of the withdrawal of a Participating Municipality from the Regional Department, and upon the subsequent hiring of any Regional Department officer or civilian employee by a withdrawing Participating Municipality, that municipality shall be deemed to have accrued pension liability attributable to any such officer and/or civilian employee. The Commission shall turn over the proportionate shares of the funds attributed to such employee(s) from the Regional Police Pension Plan or Non-Uniformed Pension Plan to the hiring withdrawn Participating Municipality, upon approval of state regulatory authorities. Said sum shall be used by the hiring municipality to fund the liability assumed as a result of dissolution or withdrawal and for no other purpose. Upon the assumption of accrued pension liability, the hiring withdrawn Participating Municipality shall thereafter indemnify and hold the Commission and the remaining former or then Participating Municipalities harmless from any and all claims, including payment of counsel fees and cost of suit, based upon said accrued pension liability made against any of them by any sworn officer or civilian employee.

Section D. If the Parties cannot agree to a plan for dissolution and distribution of the pension fund, the Parties shall submit this matter to arbitration in accordance with Article XVI hereof.

ARTICLE XI

POLICE HEADQUARTERS

Section A. The police headquarters for the Regional Department shall be located, initially, in the existing headquarters of the Gilpin Township Police Department. The space shall be leased by Gilpin Township to the Commission, under such terms and conditions as may be mutually agreed upon by and

between the Gilpin Township and Freeport Borough Councils/Boards and the Commission. The location of the headquarters, or any satellite locations, shall be subject to change from time to time as the Commission may determine.

Section B. There shall also be established in the municipal building of the Borough of Freeport a substation which shall be available for use by the Regional Department. The space shall be leased by Freeport Borough to the Commission, under such terms and conditions as may be mutually agreed upon by and between Gilpin Township and Freeport Borough Councils and the Commission.

Section C. If the Commission desires to establish any additional substations within the vacant headquarters of a Participating Municipality, such space shall be leased by the Regional Department under such terms and conditions as may be mutually agreed upon by and between the Commission and the respective Participating Municipality.

Section D. All Participating Municipalities shall receive 24 Hour police coverage, with patrol volume to be determined by the Chief of Police based on the needs of each community.

ARTICLE XII

POLICE RECORDS SYSTEM

The Commission shall establish and control a complete and up-to-date uniform police records system after first assembling all existing police records from the police departments of the Participating and Contracting Municipalities. In the event of dissolution of the Regional Department, records shall revert to the respective Participating and Contracting Municipalities.

ARTICLE XIII

IMMUNITY AND CLAIMS

Section A. The Commission shall furnish to each of the Participating Municipalities and Contract Municipalities the names of all police officers of the Regional Department annually and upon written request by a Participating Municipality or Contract Municipality. Each Participating Municipality and Contracting Municipality shall pass an ordinance or resolution authorizing the Regional Department's sworn police officers to enforce the laws of the United States, the Commonwealth of Pennsylvania, and the Participating or

Contracting Municipality within the Participating or Contracting Municipality's boundaries.

Section B. 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 their boundaries shall extend to their participation in police services outside their boundaries and within the Regional Department's jurisdiction.

Section C. The Commission shall maintain liability insurance coverage against claims arising out of its police activities in amounts deemed adequate by the Commission.

Section D. For purposes of liability, in actions arising out of police services provided by the Regional Department, to the extent any such claims are not covered by the Regional Department's liability insurance, all Participating Municipalities shall be liable in the same proportion as they are for the cost contribution, as set forth above in Article VII, Section A, during the period the police services in question were rendered. A contract for services between a Contracting Municipality and SARPD shall include terms regarding contribution if a claim involves their jurisdiction.

ARTICLE XIV

JOINDER OF ADDITIONAL MUNICIPALITIES

Section A. Additional municipalities may become Participating Municipalities under this Agreement, upon submittal of a request to the Commission, approval of the Commission and, if applicable, at least two-thirds of the then-current Participating Municipalities, and its adoption of an ordinance authorizing joinder and payment of the fee under Article VII, Section B, and authorizing Township/Borough Officials to execute and take any and all other actions necessary to effectuate the same.

Section B. The Commission may authorize the contracting for police services by Contracting Municipalities on terms mutually agreeable to the Regional Department and the Contracting Municipality, and upon approval of the Commission and at least two-thirds of the then-current Participating Municipalities. Such Contracting Municipalities shall not enjoy the rights and privileges of, nor the duties and liabilities offered and imposed by, this Charter Agreement, except to the extent specifically identified herein or incorporated in contract between the Commission and such Contracting Municipality.

ARTICLE XV
WITHDRAWAL OF CHARTER AND PARTICIPATING
MUNICIPALITIES AND DISSOLUTION OF THE DEPARTMENT

Section A. Because of the great amount of time, mutual commitment, reliance, and expenses expended in this formation of the Regional Department, the Charter Municipalities agree not to withdraw from participation in the Regional Department or dissolve the Regional Department after the commencement of the police services contemplated by this Agreement before December 31, 2032, except as set otherwise permitted herein.

Section B. A Participating Municipality may withdraw from the Regional Department if it demonstrates its ability to obtain police services from other sources or through its own police department at a substantial savings excluding withdrawal for purpose of coverage by the Pennsylvania State Police. A substantial savings shall be defined as an annual savings of at least 15% of the Participating Municipality's annual then-current cost contributions required to be paid under Article VII, Section A. A Participating Municipality intending to withdraw may only do so effective at the end of a fiscal year.

Section C. Any Participating Municipality desiring to withdraw from the Regional Department must provide written notice of its intent to do so to the Commission and all other Participating Municipalities at least one (1) year prior to the effective date of such withdrawal.

Section D. A Participating Municipality may withdraw from the Regional Department at any time upon the approval of the Commission, provided, however, that the representatives of the Participating Municipality requesting withdrawal shall have no right to vote, and a majority of representatives of the remaining Participating Municipalities shall be required to permit the withdrawal.

Section E. A separation agreement shall be executed by the Commission and the withdrawing Participating 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 Participating Municipality, and any other details of agreements, terms and conditions concerning the severing of the relationship between the parties, and the satisfaction of remaining commitments. If an agreement cannot be reached, it shall be submitted to binding arbitration which shall be conducted in accordance with the Pennsylvania Revised Uniform Arbitration Act (42 Pa. C.S.A. § 7301 et seq.).

Section F. Withdrawal from this Agreement by any single Participating Municipality shall not terminate the Agreement among the remaining parties.

Section G. Dissolution of the Regional Department may be affected by a vote of at least two-thirds of the Commission and passage of ordinances by at least two-thirds of the Participating 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 H. In the event of dissolution of the Regional Department, all real estate, vehicles, equipment, materials, and supplies retained by the Department shall be appraised by appraisers appointed by the Commission for the purpose of determining fair market value. The Commission shall first pay all lawful debts and obligations incurred during its term of existence, and any reasonable reserve for same. Thereafter, the Commission shall pay to each Participating Municipality, in cash or in kind, a sum equal to the value of its initial capital contribution. Last, the remaining assets, if any, shall be distributed to the Participating Municipalities, in like kind, in the same proportion as the cost contribution for the then-current fiscal year. In the event that the Regional Department's Participating 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 I. Any real estate and improvements owned by the Regional Department shall be sold in the event of dissolution. Notice of the intention to sell real estate shall be given to the Participating Municipalities by certified mail. The Participating 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 eighty percent of the fair market value of the property as 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 public or private sale as the Commission may determine. All proceeds of sale shall be distributed to Participating Municipalities in accordance with Section C above.

Section J. Each Participating Municipality shall be responsible for any unfunded or contingent liability of the Regional Department in the same proportion as the funding assessment for the then-current fiscal year of dissolution, with the exception of pension liability, which shall be apportioned in accordance with Article X, Section C, above.

ARTICLE XVI
INTERPRETATION OF AGREEMENT

Section A. All disputes between a Participating Municipality and the Regional Department arising out of the construction, interpretation, performance, or enforcement of this Agreement, which cannot be resolved among them, shall be submitted to binding arbitration which shall be conducted in accordance with the Pennsylvania Revised Uniform Arbitration Act (42 Pa. C.S.A. § 7301 et seq.).

ARTICLE XVII
TERM

Section A. The initial term of this Agreement shall begin on the Effective Date contained above and shall end December 31, 2037. The term shall, however, renew automatically from year to year thereafter, subject to the dissolution provisions hereof.

ARTICLE XVIII
AMENDMENTS AND EXECUTION

Section A. This Agreement shall be subject to amendments and/or modification only by written document executed by at least two-thirds of the then-current Participating Municipalities.

Section B. 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 or agreement.

Section C. The Regional Department and Participating Municipalities may from time to time enter separate agreements regarding additional terms, understandings, and responsibilities between them relative to the Participating Municipalities' joinder with the Regional Department. No such agreement shall be intended to contradict or supersede the terms of this Charter Agreement.

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

Approved by Gilpin Township this 15 day of May, 2023.

ATTEST:

Township of Gilpin

By: Sharon Roney
Secretary

By: Chuck Ditt
Board Chairman

Approved by Freeport Borough this 3 day of July, 2023.

ATTEST:

Borough of Freeport

By: WAM
Secretary

By: Ant East
President

Approved by Ford City Borough this 22 day of May, 2023.

ATTEST:

Borough of Ford City

By: Opie Jager
Secretary

By: Carol Feyer
President