

**AGREEMENT**  
**WYOMING AREA REGIONAL POLICE DEPARTMENT**

THIS AGREEMENT (" Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between EXETER TOWNSHIP ("Exeter Twp."), EXETER BOROUGH ("Exeter"), WEST PITTSTON BOROUGH ("West Pittston"), WYOMING BOROUGH ("Wyoming") and WEST WYOMING BOROUGH ("West Wyoming") , Luzerne County, Pennsylvania, , all of which are political subdivisions of the Commonwealth of Pennsylvania, situated in the County of Luzerne, hereinafter collectively referred to as the "Municipalities".

**INTRODUCTION**

BY THIS AGREEMENT Exeter Twp., Exeter, West Pittston, Wyoming and West Wyoming do hereby enter into an agreement to provide police services through the newly formed Wyoming Area Regional Police Commission ("Commission") an unincorporated, non-profit association created in pursuant to the Intergovernmental Cooperation Act, 53 Pa. C.S.A. 2301, et seq. The goal of the Municipalities was to provide comprehensive, quality police protection in a more efficient and cost-effective manner.

NOW THEREFORE for and in consideration of the mutual promises hereinafter contained, the Municipalities, intending to be legally bound hereby, agree as follows:

**ARTICLE 1**  
**POLICE DISTRICT BOUNDARIES**

Section 1.1. For purposes of this Agreement, the mutual municipal boundaries of the Municipalities shall be considered eliminated for the purposes of police services so that a single police district comprising the total geographic area of the Municipalities shall be served by the Wyoming Area Regional Police Department ("Regional Department"). If additional political subdivisions join this Agreement, then the mutual municipal boundaries of such joining political subdivisions shall be eliminated for the purposes of providing police services, and the single district of the Regional Department shall consist of the total geographic area of the Municipalities and all joining political subdivisions.

## **Section 1.2.**

The Municipalities shall be deemed to have assigned their authority to police the geographic area set forth in Section 1.1 herein to the Regional Department subject to the terms of this Agreement. . The geographic area served by the Regional Department shall be the areas encompassed within the collective political boundaries of the Municipalities. The established boundaries of those Municipalities shall otherwise be merged for purposes of this Agreement and the area served by the Regional Department shall be identified as the Wyoming Area Regional Police District (hereinafter referred to as the "District"). The Municipalities shall be deemed to have assigned their authority to police in their respective areas of coverage to the Regional Department, subject to the terms of this Agreement, and any other documents or acts to be adopted by the Commission, with said District to be independent of the Municipalities for purpose of this Agreement and subject solely to the control and authority of the Commission. Notwithstanding the foregoing, each Municipality shall retain concurrent police powers as may be necessary to enforce non-traffic ordinances enacted by such Municipality.

## **ARTICLE 2**

### **REGIONAL POLICE COMMISSION**

2.1 The Regional Department shall be and remain under the general supervision of the Commission.

2.2 The Commission shall consist of ten (10) members composed of two (2) representatives from each Municipality selected as follows:

- A. the two (2) representatives of Exeter, West Pittston, Wyoming and West Wyoming shall be a member of the Borough Council selected by each municipality as well as the Mayor from each Borough;
- B. The two (2) representatives of Exeter Twp. shall be Township Supervisors;

- C. Voting. Each Municipality shall be entitled to cast one (1) vote on all matters which require actions to be taken by the Commission. Each Municipality shall designate one of its two representatives with the primary authority to cast the vote for the Municipality. In the event of the absence or such other inability of the Municipal representative on the Commission with primary authority to vote, then the second representative selected for each Municipality shall have the authority to vote on the Commission.
  
- D. Reserved.
  
- E. The term of each representative appointed at the outset of this Agreement shall be for three (3) years, to mirror the initial term of this Agreement. Thereafter the term of each appointed representative shall be for four (4) years. The respective Municipalities shall appoint a successor for the unexpired term of any Commission member who vacates, resigns or is removed from the Commission.
  
- F. The Commission members from each Municipality shall be selected by the Township Supervisors and/or Borough Council of each Municipality. Prior to appointing any representative to the Commission, the Municipalities shall obtain Pennsylvania criminal background and Pennsylvania child abuse clearances for their appointees. The Municipalities may impose any other qualifications or prerequisites for appointment as Commissioner as each Municipality deems appropriate.

Section 2.3. A Municipality which replaces its representative(s) on the Commission shall provide notice to all other Municipalities and to the Commission as set forth in Section 2.6 below.

Section 2.4. If and when additional political subdivisions become part of the Regional Department, each such joining political subdivision shall appoint at least one member to the Commission. The actual number of representatives that any political subdivision appoints to

the Commission shall be determined at the time the political subdivision agrees to become a party to the Amended and Restated Agreement.

Section 2.5 RESERVED.

Section 2.6. The governing body of each Municipality shall inform the governing bodies of all other Municipalities and the Chair of the Commission, in writing, if a member of the Commission appointed by such governing body is being replaced. The notification shall state the date upon which the removal is effective, as well as the date on which the Commission member's replacement takes office. No person appointed to serve on the Commission may vote as a member of the Commission until the governing body which appointed the member provides the notification required in this Section 2.

Section 2.7. The officers of the Commission shall be a Chair, First Vice Chair, Second-Vice Chair, Secretary and Treasurer. The Chair and Vice Chair shall be members of the Commission. Such officers shall be elected by the Commission at its organizational meeting each year, and the duties of such officers shall be as prescribed by Roberts Rules of Order, revised.

### **ARTICLE 3**

#### **COMMISSION MEETINGS AND DUTIES**

Section 3.1. The Commission shall hold its reorganization meeting during the first two (2) weeks of the month in which the reorganization meeting of the governing bodies of the Municipalities has occurred for the purpose of electing officers for a one-year term. The Commission shall elect a Chairman, and such other officers and organize itself into such committees, as it sees fit to carry out its duties. Such reorganization meeting shall not be held on the same day as the annual reorganization meeting of the governing bodies of the Municipalities. In the event of a scheduling conflict, an alternative meeting date may be scheduled by the Commission.

Section 3.2. The Commission shall meet not less than monthly for the purpose of conducting the business of the Commission. All meetings of the Commission shall be scheduled for the second Thursday of the month and conducted in compliance with the Sunshine Law, 65 Pa. C.S. S 701, et seq.

Section 3.3. For the purposes of determining whether the Commission may conduct business, a majority of sitting Commission members shall constitute a quorum.

Section 3.4. As a result of extenuating circumstances, Commission members may participate in terms of making a quorum and for deliberations in a meeting by means of a telephone conference or other equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at the meeting.

Section 3.5. Special, emergency or rescheduled regular meetings of the Commission may be scheduled by appropriate action of the Commission fixing the date, time and place of such meeting. Special, emergency or rescheduled regular meetings may be called by the Chair and shall be called at the written request of any one 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, subject to compliance with the notice requirement of the Sunshine Law. Written notice of each such special, emergency or rescheduled meeting, including executive sessions, shall be given at least twenty-four (24) hours prior to the day named for the meeting to each member of the Commission who does not waive such notice in writing.

Section 3.6. A majority of the members of the Commission shall be necessary to constitute a quorum for the transaction of business, and the action 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 Chair may, on his or her own motion or shall, at the request of any member, cause a vote to be taken by roll

call. The parliamentary' procedure of the Commission shall be governed by Roberts Rules of Order, revised.

Section 3.7. The Commission shall maintain accurate minutes of meetings, regular or special, and other records. Such minutes and records shall be open for public inspection in accordance with the provisions of the Right to Know Act, 65 P.S. S66.1, et seq.

Section 3.8. In the ordinary course of the Commission's business, Commission members shall receive confidential and proprietary information. Commission members must preserve the confidential and proprietary nature of that information. Upon request of a Municipality, Commission members from the Municipality may convey to their respective Township Supervisors and/or Borough Council any confidential or proprietary information obtained at the Commission. They may do so, however, only in an executive session of the Township Supervisors and/or Borough Council. Thereafter, the Municipality's Township Supervisors and/or Borough Council must preserve and maintain the confidentiality of the Commission's information.

Section 3.9. Commission member's duties are to be performed, almost without exception, by the Commission as a whole. For example, the Commission, not individual members, must supervise administrative officers, formulate policies, and exercise powers of the Commission. Commission members should devote their official time to problems of basic policy and act as liaisons between the Regional Department and the general public. Commission members shall not become involved in general administrative of operational issues of the Regional Department.

Section 3.10. As individuals, Commission members have no administrative authority. Individual Commission Members cannot give orders to or otherwise supervise employees of the Regional Department unless specifically directed to do so by the Commission as a whole.

Section 3.11. Questions by individual Commission members, in the timeframe between Commission meetings, should be addressed, by telephone or email to the Chief of Police or his or her administrative assistant.

**ARTICLE 4**  
**APPORTIONMENT FORMULA**

Section 4.1 . The Commission shall be funded primarily through annual assessed contributions from the Municipalities, initial assessments to new members as determined solely by the Commission, plus supplemental funding as may be available from time to time from local, state and federal sources. Annual assessed contributions for the Municipalities shall be determined by the Commission based upon the cost for providing police services to the Commission and the proportion of such cost attributable to service required by each Municipality. The equitable formula for assessment shall be in accordance with the Adjusted Cost Distribution Chart attached hereto as Appendix "A". That formula, however, is subject to annual review by the Commission and may be modified by the Commission with the unanimous consent of the Municipalities.

**ARTICLE 5**  
**FINANCE**

Section 5.1. The Commission shall prepare an annual budget which shall be submitted for consideration and approval to each of the Municipalities not later than October 1 of each calendar year beginning on October 1, 2022. The operation of the Regional Department shall be

funded primarily through annually assessed contributions from the Municipalities, plus such supplemental funding as may be available from time to time from local, state and federal sources.

Section 5.2. Each Municipality shall review the annual budget prepared by the Commission. Each Municipality shall either approve the annual budget by resolution or shall provide the Commission with a written list of points for clarification or amendment on or before November 15. Any and all clarifications and/or approvals of any proposed annual budget must be approved by each of the Municipalities. The prior year's budget shall remain operative until approvals by all Municipalities are given to the Commission. If, however, increases in the Commission's proposed budget as a direct result of collective bargaining agreement mandates (including pension and medical insurance) and/or insurance premiums for coverages required by this Agreement exceeds five percent (5%) of the Commission's overall proposed budget, and in the Regional Department's discretion will cause a major disruption to police coverage, then each Municipality shall increase their annual contribution pursuant to their proportionate share of the Commission's last approved budget to cover the aforementioned Increases.

Section 5.3. Each Municipality shall pay to the Commission its proportionate share of the annual budget appropriations at least quarterly with payments being due on February 1, May 1, August 1, and November 1 for the periods of January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Any Municipality may, if deemed appropriate or necessary by the Municipality, pay its proportionate share of the annual budget on a monthly basis payable by no later than the fifteenth of the month

Section 5.4. Funds paid to the Commission shall be invested by the Treasurer upon consultation with the Commission pending disbursement for services. Funds shall be invested in accordance with applicable requirements for the investment of funds which are imposed upon



the Municipalities by the Commonwealth. Funds shall be disbursed upon the warrant or other order of the Treasurer or such other person as the Commission may authorize to execute such warrants or orders.

Section 5.5. The Treasurer shall provide a bond to the Commission with the premium for such bond to be paid by the Commission. The Commission Treasurer shall give bond with a surety company in an amount established by the Commission for the faithful performance of the duties of the office. The amount of the bond shall equal the highest amount of Commission funds estimated by the Commission to be available to the Commission's Treasurer at any time during the current year.

Section 5.6. The Commission shall file an annual written report with each Municipality by March 31 of each year. The Commission shall have its books, accounts, and records audited annually by a certified public accountant appointed by a majority vote of the Commission, and the annual audit report shall be presented to each Municipality as a part of the annual report. If the Commission fails to make such an audit, then any Municipality may designate a representative to examine the books, accounts and records of the Commission for the purpose of preparing such an audit. The costs of such an audit shall be borne by the Commission, and the Municipality shall provide copies of such audit report to all other participating Municipalities. The Attorney General of the Commonwealth of Pennsylvania shall have the right to examine the books, accounts and records of the Commission.

Section 5.7. Funds distributed under the Foreign Casualty and Insurance Company Act (Act of May 12, 1943, P.L. 259, 72 P.S. et seq., as amended) and the Municipal Pension Plan Funding Standard and Recovery Act (Act 205 of 1984, P.L. 1005, 53 P.S. S895.101 et seq., as amended) to the Municipalities by the Commonwealth of Pennsylvania for police pension purposes shall be paid to the Commission by the Municipalities for the purposes authorized under such laws governing the operation

of police pension funds. The amount of such funds shall be credited against the proportionate share of the total costs to be paid by the Municipality.

Section 5.8. The fiscal year of the Commission shall be January 1 to December 31.

## **ARTICLE 6**

### **JURISDICTION AND POWER**

Section 6.1. The Regional Department, under the direction of the Chief and oversight of the Commission, shall provide technical supervision and direction for all of the police activities of the Municipalities providing police services as required in each Municipality which may include investigation of all crimes and complaints within the Municipalities, assistance in the enforcement of ordinances in the Municipalities, and all other services normally provided by a municipal police agency.

Section 6.2. The Commission, to the extent that funds are available in accordance with Article 5, shall have the following express authority and power to:

- A. lease, sell and purchase real estate;
- B. lease, sell and purchase personal property;
- C. enter into contracts for the purchase of goods and services, collective bargaining agreements and insurance contracts;
- D. hire, fire, suspend, promote, demote, discipline, and otherwise deal with employees in accordance with Section 6.3 of this Agreement and the laws of the Commonwealth of Pennsylvania, including all non-collectively bargained employment contracts must be at-will agreements;
- E. establish salaries and terms and conditions of employment of uniformed and non-uniformed employees. In the administration of this authority, the Commission may adopt written, uniform policies on wages, hours and conditions and terms of employment and other matters relating to effective police service, consistent with the laws of the Commonwealth of Pennsylvania;
- F. serve as a hearing board for employee grievances;
- G. establish and maintain bank accounts and other financial accounts;

- H. Invest monies;
- I. Borrow monies;
- J. establish and fund employee benefit programs, including a pension fund;  
and
- K. delegate any of its powers expressed or implied to the Chief of Police or his next in command, in the discretion of the Commission.

Section 6.3. Regional Department police officers and civilian personnel shall be employees of the Commission and shall be under the direct supervision of a regional police chief who will report to the Commission. All appointments, promotions, suspensions and removals shall be made by the Commission. The Commission shall adopt a written police personnel policy and make same available for distribution to the Municipalities.

Section 6.4. RESERVED.

Section 6.5. The Commission shall have, in addition to the express authority stated herein, the authority and powers lawfully and incidental to carrying out its purpose to provide police services to the Municipalities.

Section 6.6. The Commission shall maintain a police pension plan and police pension fund for the full-time officers of the Regional Department shall provide benefits which shall be at least the minimum benefits required under Act 600.. Each Municipality shall take such steps where possible to terminate its existing police pension plan and police pension fund and transfer all pension assets that may be transferable to the Commission. Each Municipality and the Commission shall take all actions required by the Office of the Auditor General and Pennsylvania law to implement such transfer of pension fund assets.

#### **ARTICLE 7 PROPERTY**

Section 7.1. Each Municipality shall, with the consent of the Commission, transfer ownership of its police equipment, materials and supplies to the Commission. A list of the police equipment, materials and supplies transferred from each of the Municipalities and any subsequent political subdivision who becomes a party to this Amended and Restated Agreement to the Commission shall be maintained by the Commission.

Section 7.2. In the event of the dissolution of the Regional Department, all equipment, materials, and supplies owned by the Commission shall be disposed of and distributed in accordance with such policies established by the Commission.

**ARTICLE 8**  
**POLICE HEADQUARTERS**

Section 8.1. The central police headquarters for the Regional Department shall be located at a location to be determined by a majority vote of the Commission., Until such time as a permanent headquarters has been determined by the Commission, the Commission may authorize the operation of the Regional Department at substations located in any or all of the Municipalities.

Section 8.2. The Commission shall have the power to provide for such additional or alternative locations for police offices in the future as it shall determine will be most effective for the provision of police services.

**ARTICLE 9**  
**POLICE RECORD SYSTEM**

Section 9.1. The Chief of the Regional Department shall maintain a complete, up-to-date uniform police record system.

**ARTICLE 10**  
**DEPUTIZATION, IMMUNITY AND CLAIMS**

Section 10.1. The police services performed and the expenditures incurred under this Agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by a Municipality within its boundaries shall extend to its participation in police services outside its boundaries.

Section 10.2. The Regional Department shall maintain adequate general liability, errors and omissions, automotive and police protective insurance coverage. The Regional Department, the Commission and all participating Municipalities shall be named as insureds under such policies of insurance.

Section 10.3. Each Municipality hereby waives any and all causes of action or claims against all other Municipalities and against the Regional Department and/or the Commission which may arise out of their police activities and, in the case of the Municipalities, whether

within or outside of their respective municipal boundaries while rendering police service under this Agreement. Each Municipality and the Regional Department and the Commission further agree to cause any insurance policy giving liability coverage against claims arising out of its police activities, and in the case of the Municipalities participating hereunder, whether within or outside their 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 Municipalities hereto which may arise out of their police activities hereunder.

Section 10.4. For purposes of liability in actions arising out of regional police services, all Municipalities shall be equally liable for actions against any Municipality for services lawfully provided.

## **ARTICLE 11**

### **JOINER OF ADDITIONAL MUNICIPALITIES**

Section 11.1. Additional political subdivisions may become parties to this Amended and Restated Agreement upon application to the Commission, upon approval by ordinance of all the then participating Municipalities and upon proper acceptance of the provisions of this Agreement by the joining political subdivision, and if accepted by affirmative action of the Commission. Once a political subdivision is approved to become a party to this Agreement, such political subdivision shall be considered a "Municipality" and shall be subject to all of the requirements this Agreement imposes upon Municipalities.

Section 11.2. The Commission shall determine the costs which will arise from a political subdivision joining the Commission and the Regional Department. The Commission shall impose such costs upon the joining political subdivision as an initial contribution, which contribution shall be paid prior to the date the political subdivision formally joins the Commission. The Commission, with consultation and recommendation of the Chief, shall determine whether and, if so, how many of the officers of the police department of such political subdivision (if the joining political subdivision has a police department) shall be by the Regional Department.

Section 1.3. The Commission may permit the purchase of police services by nonparticipating political subdivisions upon terms mutually agreed upon by the Municipalities.

**ARTICLE 12**  
**TERM OF AGREEMENT and DISSOLUTION**

Section 12.1. The term of this Agreement shall begin on the effective date of the last adopted ordinance enacted under the Intergovernmental Cooperation Act by the Municipalities approving this Agreement, and shall continue until terminated by the Municipalities as provided herein. During the period from the initial effective date through termination or further amendment of this Agreement, each Municipality shall be required to comply with all the terms and conditions of same; however, the Municipalities reserve the right to withdraw from the Regional Department or dissolve the Regional Department in accordance with Sections 12.2-12.8 of this Agreement. The participating Municipalities agree to an initial commitment of three years, waiving its right to withdraw herefrom until after three years from the date of this Agreement.

Section 12.2. A Municipality may withdraw from the Commission provided that written notice of its intent to withdraw is sent by certified mail, return receipt requested, to the Commission at least one (1) year in advance of the Annual Termination Window. The Annual Termination Window is defined for purposes of this Agreement as the time period in each year from December 15 to December 31. If notice of a Municipality's intent to withdraw is timely sent, such withdrawal shall be effective January 1 of the year starting 12 months from the last day of the Annual Termination Window.

Section 12.3. In the event of withdrawal, all facilities, real estate, vehicles, equipment, materials, supplies, and other property owned by the Commission and/or the Regional Department in which the withdrawing Municipality has an interest shall be appraised by an appraiser appointed by the Commission for determining the fair market value of such assets. A list of Assets and Liabilities shall also be calculated and provided to the withdrawing

Municipality. The Withdrawing Municipality shall be repaid its equitable interest in such assets (after factoring in its proportionate share of indebtedness and financial obligations for same) in accordance with its proportionate share as set forth in Appendix A. The withdrawing Municipality may retain its own appraiser, at its own cost, within forty-five (45) days after receipt of the Commission's appraisal report. The Commission and the withdrawing Municipality shall exercise good faith in trying to reach an agreement as to the fair market value of the assets. If the Commission and the withdrawing Municipality fail to reach agreement as to fair market value within forty-five (45) days, the matter shall be determined by an arbitrator mutually acceptable to both parties. If the parties cannot agree upon the appointment of an arbitrator, the arbitrator shall be selected by the American Arbitration Association, which entity's commercial arbitration rules shall then control the valuation proceeding. The arbitrator shall then determine the fair market value of the Commission's assets, whose decision shall be final. The cost of the arbitration shall be paid by the withdrawing Municipality. The withdrawal of less than two-thirds (2/3) of the Municipalities at any given effective date shall not work a termination or dissolution of the Commission. In the event that a Municipality 'Withdraws while there are only two (2) Municipality Members, the withdrawal shall work a dissolution of the Commission.

Section 12.4. In addition to the costs set forth in Section 12.3 above, the withdrawing Municipality shall be responsible for all pension costs as determined by the Auditor General of the Commonwealth of Pennsylvania, as well as all actual and identifiable costs to the Commission of withdrawal, including but not limited to appraisal, transfer and recording costs, which are directly or indirectly attributable to the withdrawal, shall be the responsibility of the withdrawing Municipality. The withdrawing Municipality shall pay or reimburse the costs directly to the Commission or may elect to have the costs deducted from the amount it may be entitled to, if any,

on withdrawal. Any monies due the Commission by the withdrawing Municipality may be paid, in equal annual installment payments over a period of up to three (3) years.

Section 12.5. Withdrawal from the Regional Department by any single Municipality shall not constitute a dissolution of the Regional Department or the Commission unless only one member remains as a result of the withdrawal.

Section 12.6. The Regional Department and the Commission may be dissolved by a vote of at least two-thirds of the Municipalities' then members; provided, if two Municipalities are members of the Commission then the withdrawal of one of the Municipalities pursuant to Section 12.3 of this Agreement shall result in a dissolution of the Regional Department and the Commission. In the event of dissolution, all equipment, materials and supplies owned by the Commission shall be appraised by appraisers appointed by the member Municipalities for the purpose of determining the fair market value of such equipment, materials, and supplies. The equipment, materials and supplies shall then be distributed in the same proportion as the actual contribution of the Municipalities to the Commission during the past 12 month period for all police service and minimum municipal obligation contributions. In the event that an equitable distribution is not possible, all or any portion of the equipment, material and supplies may be sold and the proceeds distributed in the aforesaid proportion.

Section 12.7. Any real property owned by the Commission shall be sold upon dissolution. Member Municipalities shall have the privilege of bidding upon such property at a private sale, with the highest bidder being entitled to purchase the property. If no bids from members are received within 20 days of the notice of sale by the Commission, then the property shall be sold at public sale, and the proceeds distributed as set forth in Section 12.6 herein. Each



Municipality shall be responsible for any unfunded or contingent liability of the Regional Department in proportion to its respective apportionment.

Section 12.8. If the Regional Department is dissolved and a Municipality desires to reestablish its police department, such Municipality shall give first consideration to members of the Regional Department in hiring officers for its reestablished police department.

### **ARTICLE 13** **BYLAWS**

Section 13.1. Reserved.

Section 13.1. The Commission may adopt bylaws in the future upon the affirmative vote of at least sixty percent (60%) of the members of the Commission. Notwithstanding the foregoing, at least ninety (90) days prior to any vote by the Commission to consider the adoption of the proposed bylaws, the Commission shall provide full and complete copies of such proposed bylaws to the Municipalities. During the aforementioned ninety (90) day period, any Municipality may submit to the Commission a line-item veto with respect to any portion(s) of the proposed bylaws. Upon receipt by the Commission of any such line-item veto(s), the Commission shall remove the vetoed provision(s) from the proposed bylaws prior to any Commission vote to adopt the proposed bylaws.

Section 13.2. Bylaws adopted by the Commission shall not have the effect of altering or amending the Agreement. To the extent any bylaw adopted by the Commission is inconsistent with any provision of this Agreement, this

Amended and Restated Agreement controls and the bylaw at issue shall be disregarded,

### **ARTICLE 14** **INTERPRETATION OF AGREEMENT**

Section 14.1. If any differences arise out of interpretation of this Agreement between the Commission and any Municipality or between or among the Municipalities forming the Commission, the Commission and the Municipality or Municipalities shall arrange a meeting of two members of the Commission and two members of the objecting Municipality or Municipalities governing body to discuss and attempt to amicably resolve the disputed matters at a neutral location. If the Commission and the Municipality or Municipalities are unable to resolve the dispute through this meeting, any party may request the services of the American Arbitration Association or any other mutually acceptable neutral mediation service within twenty (20) days after the meeting. If any party requests mediation, the other party shall attend at least one mediation session conducted by the neutral mediation service. If no party requests mediation or the mediation, once held, is unsuccessful, then either party may take any action authorized by law.

**ARTICLE 15**  
**MISCELLANEOUS PROVISIONS**

Section 15.1. This Agreement shall not be amended or modified except by written document, dated and executed by all of the Parties. Any such amendment shall require the assent of all Members.

Section 15.2. This Agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

Section 15.3. The provisions of this Agreement are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect the remaining sections, sentences, clauses, parts or provisions of this Amended and Restated Agreement. It is hereby declared to be the intent of the governing bodies of the Municipalities that this Agreement would have been entered into if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section 15.4. The Municipalities have each enacted an ordinance pursuant to and in accordance with the law for the purpose of authorizing and effectuating this Agreement.

Section 15.5. 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 Amended and Restated Agreement.

Section 15.6. When the sense so requires, words of any gender used in this Amended and Restated Agreement shall be held to include any other gender, and words in the singular number shall be held to include the plural, and vice versa.

IN WITNESS WHEREOF, the parties hereto have caused these Articles of Agreement to be executed as of the day and year first above written.

\_\_\_\_\_  
Exeter Township Supervisor

ATTEST: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Exeter Borough  
President of Council

ATTEST: \_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
West Pittston Borough  
President of Council

ATTEST: \_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
Wyoming Borough  
President of Council

ATTEST: \_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
West Wyoming Borough  
President of Council

ATTEST: \_\_\_\_\_  
Secretary

APPROVED: \_\_\_\_\_  
Mayor

**APPENDIX A**  
**APPORTIONMENT FORMULA**

<b>EXETER BOROUGH</b>	<b>30%</b>
<b>EXETER TOWNSHIP</b>	<b>13%</b>
<b>WEST PITTSTON BOROUGH</b>	<b>26%</b>
<b>WEST WYOMING BOROUGH</b>	<b>15%</b>
<b>WYOMING BOROUGH</b>	<b>16%</b>