

ORDINANCE
ADOPTING NORTHERN COLUMBIA COUNTY REGION
COUNCIL OF GOVERNMENT
JOINT ARTICLES OF AGREEMENT

ORDINANCE NO. 2022-01

ORDINANCE OF THE TOWNSHIP OF NORTH CENTRE, COLUMBIA COUNTY, PENNSYLVANIA, ADOPTING THE JOINT ARTICLES OF AGREEMENT OF THE NORTHERN COLUMBIA COUNTY REGION COUNCIL OF GOVERNMENTS,

BE IT ENACTED AND ORDAINED, AND IT IS HEREBY ENACTED AND ORDAINED, BY THE BOARD OF SUPERVISORS OF NORTH CENTRE TOWNSHIP, AS FOLLOWS:

The Board of Supervisors of North Centre Township, wish to adopt an intergovernmental cooperation agreement known as the Joint Articles of Agreement of the Northern Columbia County Region Council of Government (NCC Region COG) providing for the establishment of the cooperation of municipalities, comprising the Townships of Benton, Jackson, Sugarloaf, Fishing Creek, North Centre and the Borough of Benton. The NCC Region COG shall also include the Joint Municipal Agreement for the Northern Columbia County Region COG, Equipment Purchase and Repair Program.

This Ordinance is intended to adopt the Joint Articles of Agreement and the Equipment and Repair Program in cooperation with the other five municipalities comprising the COG.

1.1. **AUTHORIZATION.** This Ordinance is authorized by the Intergovernmental Cooperation Act, Act of 1772, July 12, P.L. 762, as amended, 53 P.S. Section 481 et seq.

1.2. **ADOPTION OF JOINT ARTICLES OF AGREEMENT.** The Board of Supervisors of North Centre Township hereby approves entering into the agreement, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (and which shall be filed with the minutes of the meeting at which this article was enacted), with the intent and effect that the North Centre Township shall be bound by the agreement.

1.3. **JOINT MUNICIPAL AGREEMENT FOR THE NCC REGION COG EQUIPMENT PURCHASE AND REPAIR PROGRAM.** The Board of Supervisors of North Centre Township hereby adopts and agrees to the terms of the Equipment Purchase and Repair Program Organized under the NCC Region COG. A copy of the Agreement is attached hereto as Exhibit "B" and incorporated herein by reference.

1.4. **TERMS.** The Joint Articles of Agreement of NCC Region COG, set forth, in compliance with Section 7 of the Intergovernmental Cooperation Law, as amended, 53 P.S. Section 487:

- 1) The conditions of the agreements;
- 2) The duration of the agreements;

- 3) The purpose and objections of the agreement, including the powers and scope of authority delegated;
- 4) The manner and extent of financing of the agreements;
- 5) The organizational structure necessary to implement the agreement;
- 6) The manner in which property shall be acquired, managed, licensed or disposed of;
- 7) That the Entity created shall be provided or empowered to enter into contracts for Policies of group life insurance and employee benefits, including social security, for its employees.

1.5. If any section, clause, provision of this Ordinance shall be held to be invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect nor impair any other section, clause, provision or portion of the Ordinance.

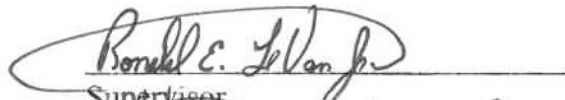
1.6 All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed.

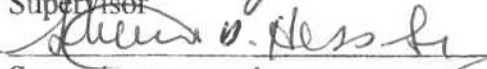
1.7 EXECUTION OF AGREEMENT. The Chairman of the Board of Supervisors of North Centre Township is authorized to execute the Agreements identified as Exhibits "A" and "B", and to take all other actions necessary to carry out the terms of this Ordinance.

ENACTED AND ORDAINED THIS 21 day of FEBRUARY, 2022.

ATTEST:


Secretary


Supervisor


Supervisor

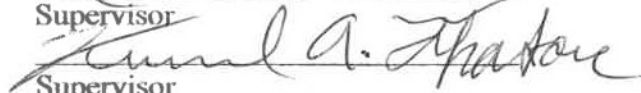

Supervisor

EXHIBIT A

JOINT ARTICLES OF AGREEMENT OF THE NORTHERN COLUMBIA COUNTY COUNCIL OF GOVERNMENT

**ARTICLES OF AGREEMENT BETWEEN AND AMONG THE
GOVERNMENTS OF THE TOWNSHIPS OF BENTON, JACKSON,
SUGARLOAF, FISHING CREEK, NORTH CENTRE AND THE BENTON
BOROUGH**

PREAMBLE

We, the elected representatives of the municipalities comprising the Northern Columbia County Region, recognize that many of the problems and needs confronting this region are independent of political boundaries; that any solutions to our problems and the programs that we formulate to meet our common needs will have a greater chance of success if they are undertaken jointly and in a cooperative manner.

Therefore, the representatives of the Townships of Benton, Jackson, Sugarloaf, Fishing Creek, North Centre and the Borough of Benton hereby join together to form the Northern Columbia County Region Council of Governments (NCC Region COG).

The overriding goal of the NCC Region COG is to improve the quality of life for the residents of the Northern Columbia County Region in the face of increasing pressures due to economic and population growth. We believe that this goal can best be achieved through cooperative efforts by the regional municipalities. This involves combining our various resources to meet regional challenges which may be beyond our individual capabilities.

This agreement is to establish a council of governments in the Northern Columbia County Region. It does not create a new layer of government, or a super government. It does provide a means of communication, cooperation and joint action in the interest of the municipalities individually and collectively.

ARTICLE I NAME

The name of this organization shall be the "Northern Columbia County Region Council of Governments" and henceforth may be referred to as the NCC Region COG.

ARTICLE II PURPOSE

The intention of the founders of the NCC Region COG was to meet at regular intervals to foster a cooperative effort to resolve regional problems, to determine policies, and to formulate plans and programs to meet regional needs. The NCC Region COG has grown to embrace a number of purposes, all related to the original design of the founders These are:

- A** Forum: To serve as a mutual forum to identify, discuss, study and bring into focus regional issues and needs.
- B.** Communication & Coordination: To provide the organizational structure necessary to ensure effective communications and coordination among municipalities.
- C.** Policies & Priorities: To foster, develop and review policies, plans and priorities for regional growth and development and to conserve natural and cultural resources.
- D.** Community Facilities & Services: To facilitate cooperative efforts to provide community facilities and services.
- E.** Regional Spokesman: To maintain liaison with members, governmental units and groups or organizations and to serve as regional spokesman for local governments to governmental units and organizations at the county, and federal levels.
- F.** Sharing of Equipment: To share in certain equipment and insurance programs for the benefit of the communities.
- G.** Regional Review: To review and coordinate federal, and local programs of regional importance.

ARTICLE III POWERS & SCOPE OF AUTHORITY

As specified in the Pennsylvania Intergovernmental Cooperation Law (Act 180 of 1972, as amended in 1986), municipalities may cooperate in the exercise or performance of their respective governmental functions, powers or responsibilities. it is the intention of the municipalities subscribing to these Articles of Agreement that the NCC Region COG may establish any program and perform any function permitted in the enabling legislation and subsequently agreed to by the participating municipalities. In order to carry out these activities, It is hereby

agreed that unless otherwise specified below, upon approval of a majority vote of the General Forum, the COG may:

- A. employ staff in permanent or temporary, part-time or full-time positions as necessary, according to adopted policies;
- B. establish employee benefit programs and enter into contracts for social security, group insurance or other benefits;
- C. receive, administer and dispense funds from municipal, federal or other sources;
- D. borrow and/or contract for the repayment of funds, and when the amount of the proposed borrowing exceeds 1-1/2% of the total budget figure for the COG, including fund balances, or when the instrument for repayment of that debt has a term of five years or more, unanimous approval of all municipalities is required;
- E. with unanimous approval of all member municipalities, acquire, manage, license, lease or dispose of real property, as specified in these Articles of Agreement and in accordance with executed contracts;
- F. acquire, manage, license, or dispose of personal property as specified in these Articles of Agreement and in accordance with executed contracts;
- G. establish in these Articles of Agreement such organizational structure as deemed necessary;
- H. contract for services;
- I. initiate, advise, aid in the establishment of or amend cooperative agreements among local governments in the region;
- J. propose, initiate, implement or revise studies, policy discussions and plans for the NCC Region COG;
- K. make recommendations to any local governments or other appropriate agencies or entities;
- L. establish a community fund consisting of recurring payments from members of NCC Region COG for the benefit of obtaining and maintaining equipment for use by the members and associated costs; and
- M. take other actions consistent with the enabling legislation and the terms of these Articles of Agreement.

ARTICLE IV MEMBERSHIP

- A. Eligibility: Voting membership shall be open initially to the Townships of Benton, Jackson, Sugarloaf, Fishing Creek, North Centre and the Borough of Benton.
- B. Representation: Each member municipality shall be officially represented by its elected governing officials. A municipality may also include its mayor as a

representative or any individual the municipality selects for its representation in the COG.

C. Admission: Each member municipality must subscribe by ordinance to these Articles of Agreement and agree to be bound to the extent provided in these Articles and other agreements adopted by the NCC Region COG.

Additional municipalities may become members of the NCC Region COG in accordance with the following procedures:

1. The municipality wishing to be considered for membership shall submit a letter of interest to the General Forum.

2. Upon receipt of a request for admission to membership, the General Forum shall consider how the expanded membership will affect the NCC Region's common interests and its ability to accomplish its purposes.

3. The General Forum will approve or disapprove the membership request within 90 days of its receipt. All membership actions shall require approval by all the current member municipalities.

4. In approving a membership request, the General Forum shall state the terms and conditions for membership which may include, but not be limited to, proportionate reimbursements for past capital expenditures.

5. If the General Forum approves a request, a municipality shall signify its acceptance of the terms of membership by enacting within 60 days an ordinance approving the Articles of Agreement and other terms and Conditions.

6. The General Forum may approve contracts to provide services to non-member municipalities and other agencies without requiring membership as a Condition of participation.

D. Withdrawal. A member municipality shall have the right to withdraw from the NCC Region COG at the end of any calendar year by giving three months prior written notice to the COG Chair. This notice shall be in the form of an ordinance approved by the elected Board/Council. A municipality's withdrawal will in no way serve to void or lessen any previous financial obligation incurred by that municipality as a member of the NCC Region COG. No amounts due to the COG, paid or incurred, prior to the written notice, shall be refunded or waived.

ARTICLE V ORGANIZATION

A. Officers: The officers of the NCC Region COG shall be a chair, vice chair/chair elect, and secretary and/or treasurer and such other officers as from time to time shall be provided for by the General Forum. Officers shall be elected at the NCC Region COGs organizational meeting from the membership of the General Forum, and shall hold office for one year from the organizational meeting

until their respective successors have been duly elected. No person shall hold more than one office.

1. Office of the Chair - The chair shall be elected annually. The chair shall preside at all meetings of the General Forum. The chair shall: appoint special committees, which the General Forum may from time to time deem necessary; decide all questions of order; and have other powers and perform such other duties as are incumbent upon the office.

2. Office of the Vice Chair/Chair Elect - The vice chair/chair elect shall be elected annually. The vice chair/chair elect shall perform and have powers of the chair when the chair is absent, is unable to, or refuses to serve. If the office of chair becomes vacant, the vice chair/chair elect shall become acting chair for the unexpired term.

In the event the vice chair/chair elect is unable to serve, or is removed for any reason at the municipal elections, the General Forum shall appoint a replacement who will assume all the responsibilities of the position.

B. Secretary/Treasurer. The General Forum shall appoint a secretary and/or a treasurer to manage the affairs of the NCC Region COG, subject to the provisions of these Articles of Agreement and such policies as may be adopted by the General Forum. The secretary and/or treasurer shall:

1. be, ex officio, the secretary of the NCC Region COG and shall keep an accurate record of the proceedings of the General Forum;

2. prepare the budget or accounting of the expenditures of the NCC Region COG and upon its approval by the General Forum, have authority to disburse the sums as appropriated.

3. be ex-officio, the treasurer of the NCC Region COG, and shall be responsible for the accounting records and financial statements for the General Forum for the NCC Region;

4. have the responsibility of proposing policies, programs and services for consideration by the General Forum, and shall have responsibility for implementing such policies;

5. appoint and discharge all NCC Region COG employees, consistent with the guidelines set forth in the Personnel Policy and the program agreements;

6. propose and coordinate revisions to the NCC Region COGs Personnel Policy, Position Classification Plan, and Employee Performance Evaluation Program.

C. Solicitor. The NCC Region COG General Forum shall appoint a solicitor, who shall be the chief consultant of the NCC Region COG in all legal matters.

D. General Forum:

1. General Policy Body - The General Forum shall be the general policy body of the NCC Region COG.

2. Meetings - The General Forum shall meet at least 4 times a year. Additional meetings may take place upon call of its chair or Executive Committee or by petition of two or more of the member municipalities. During the month of January, the General Forum shall conduct an organizational meeting to select Officers and designate regular meeting dates. Except in extreme emergency, a special meeting shall require that a minimum notice of 24 hours be provided to the chair/president or manager of each municipality.

3. Responsibilities - As the general policy body of the NCC Region COG, the General Forum is responsible both for considering and for carrying out the programs and functions agreed to by the participating municipalities. The General Forum, in accordance with all provisions of these Articles, shall:

- a. annually install the vice chair/chair elect as the current year's chair, and elect a vice chair/chair elect and other officers as required;
- b. adopt a budget for the next fiscal year, if necessary;
- c. resolve membership and participation questions;
- d. act on amendments to the Articles of Agreement;
- e. act on all proposals to initiate, continue, modify or discontinue any programs or functions of the COG;
- f. appoint a solicitor;
- g. adopt a Personnel Policy, Position Classification Plan, and Employee Evaluation Program, if necessary;

E. Committees: The General Forum may establish such standing special or ad hoc committees as deemed appropriate to conduct its business. Standing committees may include, but not be limited to, Executive, Finance, Public Services, Personnel, Code Administration, and Transportation Committees. The following policies shall apply:

1. Membership. Standing committees shall consist of one representative appointed by each NCC Region COG municipality.

2. Meetings - Standing committees usually meet at special meetings or upon call of the chair, or at the direction of the General Forum, or upon call of two or more of the voting membership of the Committee. All standing committees shall meet in accordance with the Rules established by that Committee.

3. Representatives - It is the intent of the General Forum that municipal representatives to COG standing committees shall be elected board/council members or any individual the municipality selects for its' representation in the COG. From time to time, however, scheduling conflicts may arise that reasonably preclude an elected official from attending an assigned committee meeting. In those cases, the municipality's elected representative may authorize an appropriate elected or appointed official to attend the meeting. The voting powers of any alternate representative shall be determined in advance by the municipal

board/council and shall be communicated to the NCC Region COG executive director each January.

ARTICLE VI QUORUM & VOTING

A. Voting: Each municipality shall have one unit vote: however to facilitate conducting ordinary business at the General Forum, the chair may use a majority vote of those present as a procedure to be followed in passage of motions and resolutions.

B. Quorum A quorum of the NCC Region COG General Forum shall be declared if a majority of municipalities (4 of 6 currently) is represented by at least one elected official or any individual the municipality selects for its representation in the COG.

ARTICLE VII FINANCING

A municipality participating in the NCC Region COG is responsible for contributing to the cost of operating the NCC Region COG and its agencies. These costs shall be established by the General Forum in the annual budget. The two municipal financial obligations are: funding the budget for the Office of Administration; and contributing toward the programs in which a municipality participates.

A. Financial Obligations

1. Administrative Financing. This obligation shall only be developed if approved by the general forum.

2. Program Financing

a. NCC Region COG member - A member municipality is obligated to contribute to all programs in which the NCC Region COG participates. The municipal shares of these programs shall be supported as established in Article IX.

b. Non-member Organizations: Non-member organizations may participate in COG programs with the approval of the General Forum. Program costs for these organizations shall be set by the General Forum, using any method it deems appropriate.

B. Financial Procedures

1. NCC Region COG members shall pay their share of administrative expenses and program costs within 35 days of the date of billing.

2. Payments must be received or postmarked by the due date or penalty will be assessed at a rate established by the General Forum.

ARTICLE VIII ACQUISITION & DISPOSAL OF PROPERTY

- A. Acquisition:** In order to implement this Agreement, the NCC Region COG may purchase or lease real estate, vehicles, equipment, furnishings or other items. All purchases and/or leases of real property and/or buildings shall be authorized upon approval of all member municipalities.
1. Purchases shall be made in accordance with the requirements of Section 7.1 of the Intergovernmental Cooperation Law.
 2. Purchases shall be made within the amounts appropriated in the annual NCC Region COG Budget, unless otherwise approved by the General Forum.
- B. Sale or Disposal** The following procedures will apply to transfer, sale or disposal of NCC Region COG property:
1. Transfers among COG Agencies - Upon approval of the General Forum, personal property used by one COG agency may be transferred or sold to another COG agency provided the General Forum determines that the cost reasonably reflects the value of the personal property.
 2. Sale or Disposal - The sale or disposal of any NCC Region COG property, vehicles, office furniture, supplies and equipment shall take place in the following manner:
 - a. It may be offered for sale at fair market value to a municipal government or school district. If none are interested, the General Forum shall authorize sale to the general public at a publicly advertised, sealed bid or auction. The COG may reserve the right to set a minimum price and to reject any or all bids.
 - b. Proceeds from the sale of personal property shall be accredited to the program or agency offering the item for sale.
 - c. Proceeds from the sale of real property shall be accredited to the participating municipalities in accordance with the COG formula in effect at the time of purchase.
- C. Sale or Disposal Upon Termination** - The following procedures shall apply to the sale or disposal of NCC Region COG property in the event one or more programs is terminated:
1. It may be offered for sale at fair market value to a municipal government or school district. If none are interested, the General Forum shall authorize sale to the general public by publicly advertised, sealed bid or auction. The COG may reserve the right to set a minimum price and to reject any or all bids.
 2. Proceeds from the sale shall be distributed to each participating municipality in accordance with the current COG formula in effect for that program at the time of termination, unless one or more municipalities have withdrawn from the program(s) within the previous two years, in which case proceeds shall be distributed to all current and previously participating municipalities on a pro-rata basis in accordance with estimated program funding from each municipality.

ARTICLE IX PROGRAM PARTICIPATION

Upon admission to membership in the NCC Region COG, a municipality has the right to participate in any program offered. Programs are activities performed by agencies of the NCC Region COG on behalf of the member municipalities which relate to production and provision of governmental services to the public.

Programs have the following characteristics: 1) they produce a service or other clearly definable outputs; and 2) they are expected to have an ongoing commitment of capital and financial resources. Examples of NCC Region COG programs include the **Equipment purchase and Repair Program**

A. Admission

Municipal and non-municipal organizations may participate in a program in one of three ways:

1. Those belonging to the NCC Region COG have a voice in all aspects of the program, beginning with the design and adoption of the program articles of agreement.

a. To participate in a program a NCC Region COG member must agree to the articles of agreement for that program and file a signed copy with the General Forum. These articles shall establish the specific terms and conditions for membership, as well as the scope of services that will be provided, and shall indicate under what circumstances those services may be expanded or reduced.

2. At the discretion of the General Forum, those not belonging to the NCC Region COG may obtain a program service by contract. They do not receive representation or vote on any program committee, commission, or board.

a. Program costs for non-member municipal and non-municipal organizations shall be set by the General Forum.

b. Examples of such groups include but are not limited to: municipal or county governments, authorities, school districts, and universities.

B. Powers & Responsibility:

1. Voting -A participant who is a member of the NCC Region COG shall have the right to vote both in the program committee and in the General Forum on issues regarding the program.

Member municipalities who are not participants in an established program shall abstain where the vote is related solely to the program.

2. Withdrawal

a. NCC Region COG members shall have the right to withdraw from a program at the end of any calendar year by giving 3 months prior written notice to the COG chair. This notice shall be in the form of an ordinance approved by the

governing body of the organization. Withdrawal will in no way serve to void or lessen any previous financial Obligation incurred by that participant and will not affect membership in the NCC Region COG.

b. Those not belonging to the NCC Region COG may withdraw from a program as provided in the articles of agreement for that program. Withdrawal will in no way serve to void or lessen any previous financial obligation incurred by that participant.

C. Program Cost

1. A participant who is a member of the NCC Region COG is responsible for contributing to the costs of that program. These costs shall be established by the General Forum in the annual NCC Region COG Budget, if necessary.

Contributions may be calculated on the basis of the COG formula, user fees, or another formula as determined by the articles of agreement for that program or the General Forum.

2. A non-NCC Region COG member receiving program services by contract shall be responsible for contributing to the costs of that program. Program costs for these organizations shall be set by the General Forum.)

ARTICLE X AMENDMENTS

Amendments to the Articles of Agreement must be initially approved by a majority vote of the General Forum. In order to be adopted, the amendment must be approved by a unanimous vote at a second General Forum meeting. Amendments shall not be effective until approved by each member municipality in the same manner as this Agreement.

IN WITNESS WHEREOF, the elected representatives of the municipalities comprising the NCC Region hereto have caused this Agreement to be executed by their proper officers pursuant to the authority vested in them by the governing bodies.

**JOINT MUNICIPAL AGREEMENT
FOR THE NORTHERN COLUMBIA COUNTY REGION COG
EQUIPMENT PURCHASE AND REPAIR PROGRAM**

THE PARTIES TO THIS AGREEMENT ARE THE TOWNSHIPS OF BENTON, JACKSON, SUGARLOAF, FISHING CREEK, NORTH CENTRE AND THE BOROUGH OF BENTON, ALL OF NORTHERN COLUMBIA COUNTY, PENNSYLVANIA, WHO BY THESE PRESENTS AGREE AS FOLLOWS:

1) PURPOSE: The purpose of this agreement is to create an Equipment Purchase and Repair Program within the Northern Columbia County Region COG to provide for the cooperative purchase, ownership, insuring and maintenance of equipment to be used in each municipality named above.

2) DEFINITIONS:

a. Equipment. Shall consist of any machinery, parts or maintenance materials for machinery acquired under this program within the NCC Region COG.

b. Maintenance. For the purpose of this agreement, maintenance shall include, but not be limited to, the upkeep and repair of all equipment.

c. Housing of Equipment. Any party to this Agreement may house the equipment while allowing access to all other members' personnel.

3) GRANT RESPONSIBILITIES: If any equipment is purchased through a grant one member Township or Borough will serve as the lead municipality in the grant application process, the financial reporting and paperwork and the procurement of the equipment.

4) OWNERSHIP: The Townships and Borough will own the equipment and component parts as joint owners. The list of the equipment considered to be owned by the NCC Region COG is attached hereto as Exhibit A.

5) SHARING OF COSTS: Any costs associated with this program, including, but not limited to, purchases, maintenance, insurance, and advertisement for bids, shall be split equally among the Townships and Borough.

6) MAINTENANCE RESPONSIBILITIES: A maintenance budget will be developed on an annual basis with the sharing municipalities sharing the maintenance costs equally, alternatively the maintenance shall be paid from a collective account upon which each Township and Borough shall pay into annually.

7) COLLECTIVE ACCOUNT: Shall consist of an annual amount deposited from each Township and Borough into a bank account held for the purpose of purchasing, maintaining and insuring equipment under this Agreement. The amount to be paid each

year shall be by majority agreement from all participating Townships and Boroughs, with each Township and Borough having 1 vote.

8) PURCHASE AND MAINTENANCE DETERMINATIONS: Determinations as to when equipment can be purchased or maintained shall be determined by vote of the Townships and Borough with each having 1 vote. When determining a purchase of equipment, the vote must be unanimous. When determining the investment into a major repair (over \$2,000) the vote is by a majority.

9) USE SCHEDULE: Use of the any equipment will be based upon one-week intervals, with flexibility based on need of the Townships or Borough. Each Township and Borough agree to use reasonable measures to assure equitable use of all equipment and to create a fair and reasonable schedule of use.

10) LIABILITY EQUIPMENT MAINTENANCE: The Townships and Borough are responsible for maintaining liability insurance on all equipment. One of the primary purposes of this Agreement is to maintain appropriate insurance on the equipment.

11) DURATION: The obligations and responsibilities set forth in this Agreement shall commence immediately and shall continue indefinitely, with the requirement of annual or other renewal being met upon payment of annual amounts into the Collective Account, unless sooner terminated by any Township or Borough by giving the other Townships or Borough at the end of the calendar year, no less than three (3) months prior written notice of its desire to terminate this Agreement and such notice of termination may be without cause. If this agreement is terminated, the Terminating party shall maintain its rights to utilize the equipment purchased under this Agreement prior to termination, assuming the terminating party continues to pay its equal share of maintenance and insurance. The Terminating party shall not have any rights to use equipment acquired after termination.

12) RENTAL PROVISIONS: If agreeable to all Townships and Borough, if there are periods of time when it is anticipated that a piece of equipment will not be needed by the parties, they may allow other municipalities to use the equipment. The borrowing municipality would be responsible for liability insurance, as in rental of equipment. A user fee, amount to be determined, would be charged. Proceeds shall be used to offset the maintenance expense.

13) ADOPTION: This agreement shall become effective after its adoption by the Boards of Supervisors of each Township and Borough and upon execution by the Chairman or other authorized representative of each Township or Borough.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 15th day of February, 2022

Richard Adelman
Benton Township
By:

[Signature]
Benton Borough
By:

Jimmy R. Bentley
Fishing Creek Township
By:

[Signature]
Jackson Township
By:

[Signature]
North Centre Township
By:

[Signature]
Sugarloaf Township
By: