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CH19 19 .4 - Establish Fire Territory

ORDINANCE APPROVING AN INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT AND ADMINISTRATION OF A FIRE PROTECTION TERRITORY BETWEEN STONY CREEK TOWNSHIP, MADISON COUNTY, INDIANA, AND THE TOWN OF LAPEL, INDIANA AND FOR THE ESTABLISHMENT OF AN EQUIPMENT REPLACEMENT FUND.

WHEREAS, the Town of Lapel, Indiana and Stony Creek Township of Madison County have entered into an Interlocal Agreement pursuant to Indiana Code [36-8-19](#) et seq., for the establishment of the Lapel Stony Creek Township Fire Protection Territory; and

WHEREAS, creation of a fire territory pursuant to Statute will provide improved protection for Stony Creek Township of Madison County, Indiana and the Town of Lapel, Indiana and increased funding of the Lapel Stony Creek Township Fire Department; and

WHEREAS, Indiana Code [36-8-19-6](#) requires that all participating units must pass identical ordinances and/or resolutions for establishment of a fire protection territory in order to create a fire protection territory; and

WHEREAS, a public hearing mandated by Indiana Code [36-8-19-6\(b\)](#) was held on the 22nd day of March, 2010 at 7:00pm, the date, time and location of which was duly and adequately advertised according to statute (Indiana Code [5-3-1](#)); and

WHEREAS, the Interlocal Agreement between the Town of Lapel, Indiana and Stony Creek Township, Madison County, Indiana, provides the Town and the Township shall establish identical tax rates for the purposes of the Fire Territory. Both units shall apply their respective tax rate uniformly on their respective taxable property within the territory pursuant to Indiana Code [26-8-19-7](#). The Township shall annually levy its allowable fire property tax levy and pay over to the provider unit all distributions of that property tax along with all other tax revenue associated with the property tax including financial institutions / bank personal property tax, vehicle excise tax, and commercial vehicle excise tax as shown on County Form #22. Also, the Township shall pay over to the provider unit a portion of its annual COIT Certified Shares based on the property taxes levied by the Township for the benefit of the Fire Territory versus the total property taxes levied by the Township. Specifically,

Township property taxes levied for the benefit of the Fire Territory divided by the total property taxes levied by the Township multiplied by the Township's COIT Certified Shares distribution. The Township shall pay over all the above stated taxes as received by the County; and

WHEREAS, it has been determined that creation of the Lapel Stony Creek Township Fire Protection Territory is in the best interests of the citizens of the Town of Lapel, Indiana and of Stony Creek Township, Madison County, Indiana.

THEREFORE BE IT ORDAINED by the Common Council of the Town of Lapel that:

SECTION I

The Trustee and Advisory Board of Stony Creek Township, Madison County, Indiana, hereby join together with the Common Council of the Town of Lapel, Madison County, Indiana, under the provisions of Indiana Code [36-8-19](#) to establish a fire protection territory.

SECTION II

The geographic area constituting the fire protection territory shall include all areas within the boundaries of Stony Creek Township, Madison County, Indiana, and the incorporated limits of the Town of Lapel, Indiana.

SECTION III

DEFINITIONS: The following definitions apply to the interpretation and enforcement of this Ordinance:

1. Provider Unit is defined as the Town of Lapel, Madison County, Indiana.
2. Participating Unit is defined as Stony Creek Township, Madison County, Indiana and the Town of Lapel, Indiana.
3. Territory is defined as the fire protection territory established pursuant to this Ordinance.
4. Boundaries shall be defined as that territory included within the Town of Lapel, Indiana incorporated limits and the territorial limits of Stony Creek Township, Madison County, Indiana, all as outlined on Exhibit "A" attached hereto and incorporated by reference herein.
5. Services shall be defined as fire protection and emergency services including the capability for extinguishing all fires that might be reasonably expected because of the type of improvements, personal property and real property within the boundaries of the territory. Fire prevention services including identification and elimination of all potential and actual sources of fire hazard and other purposes and function related to the provisions of other services.

SECTION IV

Terms of Agreement:

1. The term of this Agreement shall be from July 1st, 2010 through and including June 30th, 2011 and shall automatically renew for successive one (1) year periods until either party passes a resolution or ordinance

after January 1st and before April 1st of any calendar year terminating the Agreement effective June 30th of that calendar year, and further subject to additional provisions that are contained in the said Interlocal Agreement executed between the Town and Township, which provides for a mandatory notice to be served three hundred sixty-five (365) days prior to any such termination proceeding.

2. The Town and the Township shall establish the same tax rates as it would apply to the Fire Territory. Both units shall apply their respective tax rate uniformly on their respective taxable property within the territory pursuant to Indiana Code [36-8-19-7](#).

The Township shall annually levy its allowable fire property tax levy and pay over to the provider unit all distributions of that property tax along with all other tax revenue associated with the property tax including financial institutions / bank personal property tax, vehicle excise tax, and commercial vehicle excise tax as shown on County Form #22. Also the Township shall pay over to the provider unit a portion of its annual COIT Certified Shares based on the property taxes levied by the Township for the benefit of the Fire Territory versus the total property taxes levied by the Township Specifically, Township property taxes levied for the benefit of the Fire Territory divided by the total property taxes levied by the Township multiplied by the Township's COIT Certified Shares distribution. The Township shall pay over all the above stated taxes as received by the County.

3. The Town of Lapel, Indiana shall establish a fire protection territory fund which will be used to pay over to the Lapel Stony Creek Township Fire Territory to fund the budget of the said territory which will provide the fire and emergency services of the territory and to those areas which will contract for services from the said territory.
4. The budget for the fire protection territory fund shall be approved by the Fire Board of the Lapel Stony Creek Fire Territory, which budget shall be set in an amount deemed sufficient to meet the expenses of operation and maintenance of the aforementioned services within the territory and to maintain an operating reserve of not greater than twenty percent (20%) as provided by Indiana Code [36-8-19-8\(2\)](#) after the adoption of said fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to other applicable property tax levy controls.
5. Pursuant to Indiana Code [36-8-19-8.5](#), there shall be established an equipment replacement fund to be used to purchase necessary equipment to provide the agreed upon services set forth above and in the Interlocal Agreement between the participating units included but not limited to equipment and housing that will be used for the equipment to serve the entire territory.
6. All other actions authorized to be performed by participating units necessary to carry out the terms of the Interlocal Agreement and services set forth above under the provisions of Indiana Code [36-8-19](#) are hereby authorized.

SECTION V

Upon the adoption of this Ordinance, the participating units agree that same property tax rates shall be imposed on all taxable property in the Town of Lapel, Madison County, and imposed on all taxable property in Stony Creek Township, Madison County, Indiana for the services provided by the fire protection territory.

SECTION VI

The agreement to establish a fire protection territory shall include the creation of a fire protection fund by the Lapel Stony Creek Township Fire Territory, from which all expenses of operating and maintaining the fire protection services within the territory, including repairs, fees, salaries, depreciation on all depreciable assets, rents, supplies, contingencies, and other expenses lawfully incurred within the territory shall be paid. The funds and money in the fund may be used for any other expense or purpose, including the payment of debt service or lease rentals on obligations issues or entered into to finance buildings or equipment.

SECTION VII

The budget for the fire protection fund shall be approved by the Lapel Stony Creek Township Fire Territory Board. The budget shall be set in an amount sufficient to meet the expenses of operation and maintenance of fire protection services within the territory and to maintain an operating reserve. After adoption of the fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to any applicable property tax levy controls.

SECTION VIII

The agreement shall include the establishment of any equipment replacement fund, to be used to purchase fire protection equipment, including housing necessary for the said equipment.

SECTION IX

The agreement shall also authorize the participating units to do any and all other acts provided under the provisions of Indiana Code [36-8-19](#).

SECTION X

All prior Ordinances or parts thereof that are inconsistent with any provisions of this Ordinance are hereby repealed.

SECTION XI

A copy of the Agreements attached hereto and made a part thereof.

SECTION XII

Introduced and filed on the 22nd day of March, 2010 at a special Meeting of said Council. A motion to consider on first reading on the day of introduction was offered and sustained by a vote of 3 in favor and 0 opposed pursuant to Indiana Code [36-5-2-9.8](#). On the 22nd day of March, 2010, a motion to approve the above on second reading was offered and sustained by a vote of 3 in favor and 0 opposed pursuant to Indiana Code [36-5-2-9.8](#), following a Motion to suspend the rules of said Council and approve this Motion on the same day as was introduced due to the time considerations of the Indiana Code which provides for the establishment of Fire Territories.

Duly ordained and passed this 22nd day of March, 2010 by the Common Council of the Town of Lapel, Indiana, having been passed by a vote of 3 in favor and 0 opposed.

EXHIBIT A

INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAPEL, MADISON COUNTY, INDIANA, AND STONY CREEK TOWNSHIP, MADISON COUNTY, INDIANA, TO ESTABLISH A FIRE TERRITORY

PARTIES: The Interlocal Agreement is made by and between the Town of Lapel, Madison County, Indiana and Stony Creek Township, Madison County, Indiana.

DECLARATION OF PURPOSE

WHEREAS, The Town of Lapel, Indiana, and Stony Creek Township (together the participating units) hereby enter into an agreement pursuant to Indiana Code [36-8-19](#) et seq., to establish the Lapel Stony Creek Fire Protection Territory (Territory) as evidenced by Ordinance No. 2010-4, adopted by the Town of Lapel, Indiana, on the 22nd day of March, 2010, and Resolution No. 2010-..., adopted by the Advisory Board of Stony Creek Township, Madison County, Indiana on the 22nd day of March, 2010; and

WHEREAS, the participating units have entered into this Agreement which sets forth certain terms, conditions and provisions to establish the Territory; and

WHEREAS, Indiana Code [36-1-7](#) et seq. authorizes units of government to enter into Interlocal Agreements when it is mutually agreed by the units assenting to the Agreement, and the participating units desire to enter into such an Agreement; and

WHEREAS, The Town of Lapel, Indiana and Stony Creek Township, Madison County, Indiana, through the Lapel Stony Creek Township Fire Protection Board, created by prior Interlocal Agreement, maintain a Fire Department made up of volunteers; and

NOW THEREFORE, The Town of Lapel, Indiana and Stony Creek Township, the parties to this Interlocal Agreement, mutually agree and covenant with each other as follows:

SECTION I

Territory and Unit Defined. The Participating Units hereby ratify and affirm the establishment of the Territory as a fire protection territory under the provisions of Indiana Code [36-8-19](#) et seq. The geographic area constituting the Territory shall include all areas within the boundaries of the Town of Lapel, Indiana and of Stony Creek Township, Madison County, Indiana. The Town of Lapel, Indiana and Stony Creek Township are established units of local government. The Territory is illustrated and described in Exhibit A. attached hereto and incorporated by reference herein.

SECTION II

Purpose. The Territory has been established for the following purposes:

1. Fire protection services including the capability for extinguishing all fires that might reasonably be expected because of the types of improvements, personal property and real property within the boundaries of the Territory.
2. Fire prevention services including identification and elimination of all potential and actual sources of fire hazard.
3. All other purposes and functions related to the provisions of and associated with other emergency services.

SECTION III

Uniform Tax Rate. The Town of Lapel, Indiana, and Stony Creek Township, Madison County, Indiana, shall establish a uniform tax rate which both units shall apply uniformly within the included fire territory and which shall apply to all of a units' taxable property within the territory pursuant to Indiana Code [36-8-1-7\(2\)](#).

SECTION IV

Provider Unit. The Town of Lapel, Indiana, shall serve as the provider unit and shall do the following:

1. The Town of Lapel, Indiana shall establish a fire protection territory fund which will be used to pay over to the Lapel Stony Creek Township Fire Territory to fund the budget of the said territory which will provide the fire and emergency services of the territory and to those areas which will contract for services from the said territory.
2. Pursuant to Indiana Code [36-8-19-8.5](#), there shall be established an Equipment Replacement Fund by the said territory, to be used to purchase necessary equipment to provide the agreed upon services set forth above and in this Interlocal Agreement between the participating units included but not limited to equipment and including housing of the said equipment that will be used to serve the entire territory.
3. The budget for the Lapel Stony Creek Township Fire Protection Territory shall be approved by the Lapel Stony Creek Township Fire Territory Fire Board, which budget shall be set in an amount deemed sufficient to meet the expenses of operation and maintenance of the aforementioned services within the territory and to maintain an operating reserve of not greater than twenty percent (20%) as provided by Indiana Code [36-8-19-8\(c\)](#) after the adoption of said fire protection budget, the participating units shall establish the tax levy required to fund the budget, as estimated by the provider unit, subject only to other applicable property tax levy controls.
4. Establish the uniform tax rate for each unit within the Territory required to fund the estimated budget of the Territory in accordance with Indiana Code [36-8-19-6\(c\)](#)
5. Have the authority to effect transfers to the Fund from sources available to the Provider Unit as provided in Indiana Code [36-8-19-8\(b\)](#)
6. Receive and deposit into the Fund all sums payable to or on behalf of the Territory from the Fund subject to the availability of an approved appropriation therefore.
7. Provide the administration of all employee payroll and benefits related to the Territory, including the administration of group medical benefits, retirement contributions and benefits, worker's compensation

- coverage and all other employment benefits for employees providing services to the Territory.
8. Maintain a fire department to provide fire protection, services, fire prevention services and other services and functions related to fire protection and fire prevention or emergency services within the Territory or to contract with other governmental or private entities to provide these services within the Territory.
 9. Regardless of the designation of the Provider Unit, in accordance with the applicable provisions of Indiana Code [36-8-19](#) et seq, both the Provider Unit and the Participating Unit hereby agree to establish a Fire Board which will oversee the operation of the Fire Territory so created. This Fire Board can be a separate not-for-profit Indiana corporation wholly owned and operated by the participants to this Interlocal Agreement or the same can be an organizational agreement wherein the two Participating Units will establish By-Laws which will govern the operation of the said Territory Day-To-Day operations as the same applies to the business of providing fire and other emergency services to the geographical unit that comprises the said Fire Territory. The specific provisions of this Fire Board will establish the members of the board of directors of the said Fire Board as well as qualifications for the said Board of Directors as well as other officers and duties of the said officers of the said Fire Board of the Fire Territory. Further, this Fire Territory Fire Board will survive any subsequent governmental changes that would occur by operation of the Indiana Legislature and the power is granted to the Fire Board of the Fire Territory to modify the By-Laws in accordance with the changes that may mandate said changes as well as any other reason for modification of the said By-Laws. Selection, the number of Directors and replacement of the said Directors shall be provided in the By-Laws.

SECTION V

Delegation of Powers. Pursuant to Indiana Code [36-1-7-2](#)(a) and (b), and Indiana Code [36-1-7-3](#), the Participating Units hereby transfer and delegate to the Lapel Stony Creek Township Fire Territory Fire Board the following specified powers and authority to further the purposes of this Agreement:

1. To own, acquire and dispose of real and personal property used by and on behalf of the Territory in order to provide for fire protection, fire prevention, and other functions and purposes related thereto within the Territory, subject to the availability of an approved appropriation for any acquisition of real or personal property.
2. The power to enter into contracts and leases for facilities and services related to, contracts with volunteer fire departments for the provision of services within the Territory, all subject to the availability of an approved appropriation to fund such contracts or leases.
3. The power to act as the purchasing agent for items needed for the furtherance of this Agreement.
4. The authority to sue and defend lawsuits resulting from the providing fire and emergency services within the Territory and to invoke any legal, equitable or special remedy for the enforcement of any powers vested by law or delegated by this Agreement to the Lapel Stony Creek Township Fire Territory Fire Board.
5. The authority to accept gifts, donations, grants and subsidies to the Territory for fire protection, fire prevention, fire safety and emergency response purposes. Any such proceeds shall be deposited in the Fund and shall be held and accounted for in the same manner as other Territory funds.

6. Such additional or incidental authority and power as shall be necessary to accomplish the specified powers and authorities delegate herein, or as is otherwise necessary to accomplish the specified purposes of this Agreement.

SECTION VI

Acquisition, Ownership and Disposition of Assets and Join Facilities. The Participating Units agree to the following procedures regarding the acquisition, ownership and disposition of assets and join facilities of the Territory:

1. **Acquisition of Assets.** Subject to the availability of an appropriation duly approved by the Lapel Stony Creek Township Fire Territory Fire Board, The President/Executive of the Lapel Stony Creek Township Fire Territory Board shall be authorized to serve as the purchasing agent for the Territory for the furtherance of the purposes of this Agreement and shall acquire all new assets in the name of the Territory, unless otherwise agreed in writing. All purchases and acquisitions of any equipment goods or materials for the Territory shall be subject to all provisions of Indiana law applicable to public purchasing.
2. **Disposition of Assets.** The Lapel Stony Creek Township Fire Territory Board is authorized to dispose of assets of the Territory in the ordinary course of the Territory's business provided such disposal is made in accordance with laws applicable to governmental entities.

SECTION VII

Fire Territory Budget and Finance Matters.

1. **Budget Recommendation.** All budget recommendations for the annual budget of the Lapel Stony Creek Township Fire Territory shall be submitted to the executive of the said Fire Territory no later than July 1st of each calendar year. The executive of the Fire Territory shall, no later than July 10th of each calendar year, submit to the Participating Units a proposed budget for all operations of the Territory for the forthcoming budget year, which proposed budget shall contain all proposed fees, salaries, rents, supplies, contingencies and all other expenses to be paid from the Fund, as well as all anticipated capital expenditures for fire protection equipment proposed to be expended from the Equipment Fund and any other recommended expenditures. The proposal may contain a proposed reasonable operating balance, not to exceed twenty percent (20%) of budgeted expenses for fire services, as allowed by Indiana Code [26-8-19-8\(c\)](#).
2. **Participating Unit Budget Meeting.** No later than July 31st of each year, the Territory budget as approved shall be used to establish a tax levy to be imposed throughout its unit of the Territory in an amount required to fund the budget as approved.
3. **Action by Provider Unit.** Upon receipt of a proposed budget approved at a budget meeting as provided in Section VII 2., the Territory budget as approved shall be included with the budget for the Provider Unit, and the same shall establish a tax levy to be imposed throughout the Territory of the Provider Unit in an amount required to fund the budget as approved.
4. **Equipment Replacement Fund.** Recommendation for expenditures from the Equipment Fund may be forwarded to the President/Executive of the Lapel Stony Creek Township Fire Territory. If made in

conjunction with the regular budget process, the time frames and procedures set forth in Section VII 2., Section VII 3, and Section VII 4, shall apply. If not made in conjunction with the regular budget process, recommendations for expenditures from the Equipment Fund shall be subject to the same approval process as budget recommendations, on a time frame established by the Provider Unit. Expenditures may be approved for the purchase of equipment for any volunteer department providing services within the said townships. Pursuant to Indiana Code [36-8-19-8\(c\)](#), if the amount levied in any year for the Fire Protection Territory Fund exceeds the amount necessary to cover expenses of the Territory for that year, such surplus money may be transferred by the Provider Unit to the Equipment Fund in an amount not to exceed five percent (5%) of the levy for the Fire Protection Territory Fund. Indiana Code [36-8-19-8\(c\)](#).

5. **Additional Appropriations.** If at any time it is determined that an additional appropriation is necessary over and above the appropriations contained in the Territory's current budget, whether such appropriation is from existing funds or funds to become available from whatever source, such additional appropriation shall be submitted to an appropriate Fire Board meeting. In the event an additional appropriation is approved pursuant to this section, it shall be approved and submitted by the Provider Unit to the Department of Local Government and Finance (DLGF) for certification of available funds and approval when necessary.
6. **Incurrence of Debt.** A recommendation to incur debt to finance the purchase of fire protection or emergency response equipment or facilities for use by the Territory may be forward to the President/Executive of the Fire Territory for consideration and action at any regular or special meeting of the Fire Territory. A recommendation to incur debt may be made in conjunction with the regular annual budget process or at any other time. Upon receipt of a recommendation to incur indebtedness pursuant to this Section, the Fire Territory shall consider such recommendations at its next regular or special meeting, and shall either approve, modify or reject the recommendations. Authority is hereby given to the Lapel Stony Creek Township Fire Territory Fire Board to incur indebtedness. Before indebtedness may be incurred, the said Fire Territory Fire Board must adopt a Resolution specifying the amount and purpose of the debt, and such indebtedness must be approved by the DLGF in accordance with Indiana Code [6-1.1-18.5](#) et seq. Upon the final approval of the incurrence of indebtedness by the DLGF, a uniform property tax rate shall be imposed by the said Fire Protection Board throughout the Territory to retire the approved indebtedness in accordance with the provisions of Indiana Code [36-8-19-8](#) and [36-8-19-9](#).

SECTION VIII

Duration, Amendment, Withdrawal and Termination.

1. **Duration.** This Agreement shall continue as the binding agreement of the Participating Units until modified or terminated in accordance with the terms and provisions set forth below.
2. **Amendment.** The Participating Units may, from time to time, alter, change or amend the terms and conditions of this Agreement by an amendment in writing making specific reference to the document as an amendment to this Agreement, approved and executed by each of the Participating Units in the same manner as this Agreement. Any amendment or modification of this Agreement shall take effect immediately upon the approval of the last of the Participating Units to approve such amendment or modification, or at such other times as is specifically designated in the amendment or modification.

3. **Withdrawal.** If a Participating Unit elects to withdraw from the Territory, the Participating Unit must adopt an ordinance or resolution providing for its withdrawal after January 1st but before April 1st of the calendar year. An ordinance or resolution to withdraw from the Territory shall take effect on July 1st of the calendar year that the ordinance or resolution is adopted. Notwithstanding the foregoing July 1st effective date, in the event of the withdrawal of a Participating Unit, the Participating Units covenant and agree and they will continue to provide fire protection throughout the Territory on the same terms contained in this Agreement through the end of the calendar year during which the ordinance or resolution to withdraw is adopted. In the event of the withdrawal of a Participating Unit from the Territory, the provisions of Indiana Code [36-8-19-9\(c\)](#) and [36-8-19-13\(b\)](#) shall apply, and the Participating Unit intending to withdraw from the Territory shall be required to give at least three hundred sixty-five (365) days written notice forwarded by certified mail to the executive and chairman of the Township board of the other Participating Unit of its intend to consider an ordinance or resolution of withdrawal, and the time, date and place of the meeting at which such ordinance or resolution will be considered. Notice of the meeting shall be published two (2) times by the Participating Unit intending to withdraw in each of two (2) newspapers not less than fourteen (14) days prior to the said meeting. Ordinances or resolutions adopted without the foregoing notice shall be invalid and of no effect. **In the event that there is a legislation passed that eliminates either the Advisor Board or the Township Trustee of either of the Participating Units, then in that case the procedures for withdrawal shall inure solely to the representatives that are seated on the Fire Board of the Lapel Stony Creek Township Fire Territory which said representatives are from either of the two original Participating Units.**
4. **Territory.** This Agreement shall terminate if there are not two (2) Participating Units which are parties to this Agreement, with one of such Participating Units designated as the Provider Unit. In the event of termination of this Agreement, the provisions above relating to the disposition of assets shall apply, along with any other laws applicable to such termination.

SECTION IX

Miscellaneous.

1. **Subject to Applicable Law.** This Agreement, and the respective rights and responsibilities of the Participating Units shall be subject to the laws applicable to this Agreement and to the delivery of fire protection and emergency response services. The respective rights and responsibilities of the foregoing entities shall be supplemented by any such applicable laws, and to the fullest extent possible, the terms of this Agreement shall be given their full force and effect. The laws of the State of Indiana shall govern the interpretation, validity and performance of this agreement.
2. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement and the validity and enforceability of the remaining provisions of the Agreement shall not be affected thereby.
3. **Approval and Effective Date.** This Agreement shall be approved upon the adoption by the fiscal body of each Participating Unit of any appropriate resolution approving and ratifying this Agreement. After approval and execution by the appropriate officers of each Participating Unit this Agreement shall be

recorded with the Madison County Recorder, and the date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes pursuant to Indiana Code [36-1-7-6](#).

4. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
5. **Shared Documents.** The participating units agree to share all documents and records subject to public disclosure requirements of the State of Indiana, upon written request from any participating entity of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in several counterparts in their respective Participating Unit's name by the duly authorized signatories below.

Signed and Dated March 22nd, 2010

Further Information

4-2010

Date Passed: 3/22/2010