



Joshua D. Bonn
Partner

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October 2, 2024

VIA ELECTRONIC MAIL (RDIEHL@CKLEGAL.NET)

Mr. Robert W. Diehl, Esquire
Caldwell & Kearns, P.C.
3631 North Front Street
Harrisburg, PA 17110

***Re: Cease and Desist Unauthorized Exercise of Fire Protection
Services and Police Powers***

Dear Attorney Diehl:

It has come to Paxtang Borough's attention that the Paxtang Fire Company No. 1 ("Fire Company") and/or its members are providing fire protection services and exercising police powers in violation of Pennsylvania law. The Borough directs the Fire Company and/or its members to immediately cease and desist all such activities including but not limited to the operation of a fire company from the Borough's municipal building, and travelling within Paxtang Borough to provide mutual aid fire protection services and fire police services in surrounding municipalities.

Prior to August 1, 2022, the Paxtang Fire Company No. 1 (Fire Company) was designated by Paxtang Borough as the "official fire protection unit for the Borough." See Paxtang Borough Code, former Ch. 17 adopted 3-30-1929 by Ord. No. 83 (as codified at Part 10, Ch.1, Art. B1, of the 1994 Code of Ordinances). A copy of the most recent codified version of Ordinance No. 83 is attached. That ordinance was repealed by Paxtang Borough Council on July 19, 2022 via Ord. No. 684 (effective August 1, 2022) (attached). The Borough has repeatedly notified the Fire Company and its legal counsel of such repeal. Nonetheless, the Fire Company has and continues to perform fire protection services and fire police services as an independent entity with no governmental authorization from Paxtang Borough or any other municipality.

Robert W. Diehl, Esquire
October 2, 2024
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Prior to August 1, 2022, the Fire Company, in its capacity as Paxtang Borough's official fire protection unit, provided mutual aid fire protection and fire police services to other municipalities in Dauphin County pursuant to a mutual aid executed between the municipalities on December 29, 1993. Notably, that agreement remains in effect, and the Fire Company is not a party to such agreement.

Per the Borough Code, firefighters and fire police may only exercise the powers and authority conferred by law pursuant to an agreement with the municipality. 8 Pa.C.S. § 1202 (24) (providing in pertinent part, "When an agreement has been entered into the police, firefighters, fire police and any other public safety services of the employing municipal corporation or governmental entity shall have the powers and authority conferred by law on police, firefighters, fire police or any other public safety services in the territory of the municipal corporation which has contracted to secure the service."). Additionally, fire police must receive confirmation from the Mayor of the Borough before entering upon their duties. 35 Pa.C.S. § 7434. Fire police lack the authority to exercise police powers absent such confirmation. 35 Pa.C.S. § 7435.

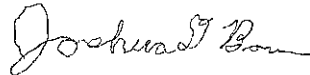
To the extent the Fire Company or its members received authorization to provide fire protection services or fire police services prior to August 1, 2022, such authorization was nullified by the Ordinance which repealed the Fire Company's designation as Paxtang Borough's official fire protection unit. Paxtang Borough and its Mayor have not taken any action since August 1, 2022 to authorize the Fire Company to provide fire protection services or fire police services as an independent entity. To the extent the Fire Company or its members may perceive any action or inaction by Paxtang Borough as authorizing the provision of fire protection services or fire police services, any such authorization is expressly and immediately revoked. To be crystal clear, the Fire Company has no governmental authority to provide fire protection services or fire police services, and it must immediately cease and desist all such unlawful activities.

Paxtang Fire Company President Gavin Ford has installed lights on his personal vehicle. The Borough has video evidence that Mr. Ford has activated these lights on a public street. These activities have been reported to the Swatara Township Police Department and the Dauphin County District Attorney. Additionally, it is believed that the Fire Company has used the Paxtang Municipal Building as a base from which to provide fire protection services and fire police services in other municipalities. Paxtang Borough reserves the right to pursue all lawful remedies to prevent further violations of law occurring in the Borough's Municipal Building or elsewhere within Paxtang Borough. Additionally, future activities conducted in violation of Pennsylvania law are subject to criminal penalties including prosecution for impersonating a public servant, 18 Pa.C.S. 4912, which constitutes a misdemeanor of the second degree, and is punishable by fines up to \$5,000 and/or imprisonment not exceeding two years. This includes but is not limited to using lights and/or sirens to respond to emergencies.

Robert W. Diehl, Esquire
October 2, 2024
Page 3

A copy of this letter will be posted on the Borough's Municipal Building and the Borough's website.

Very truly yours,



Joshua D. Bonn

JDB:INO

Enclosures

cc: Michael Farabella, Assistant District Attorney
Dauphin County District Attorney's Attorney Office
Jeffrey Enders, Director Dauphin County Emergency Services

THE BOROUGH OF PAXTANG
DAUPHIN COUNTY, PENNSYLVANIA

ORDINANCE NO. 2022-684

AN ORDINANCE OF THE BOROUGH OF PAXTANG, DAUPHIN COUNTY, PENNSYLVANIA, REPEALING CHAPTERS 17 (FIRE PROTECTION) and 22 (FIREMEN'S RELIEF ASSOCIATION) OF THE CODE OF THE BOROUGH OF PAXTANG

WHEREAS, the Borough of Paxtang ("Borough") intends to enter an intermunicipal fire protection agreement to establish another municipality as the exclusive fire protection organization for the Borough and to establish another municipality's fire department as the Fireman's Relief Association for the Borough, subject to approval by resolution of Borough Council pursuant to the authority granted by the Intergovernmental Cooperation Act, 53 Pa.C.S. §§ 2301-2315, and Article IX, Section 5 of the Constitution of the Commonwealth of Pennsylvania;


NOW THEREFORE, BE IT ORDAINED, by the Borough of Paxtang as follows:

1. The Borough hereby repeals Chapters 17 (Fire Protection) and 22 (Fireman's Relief Association) of the Code of the Borough of Paxtang.
2. All ordinance or part of ordinances, insofar as they are inconsistent herewith, are hereby repealed.
3. This Ordinance shall be effective August 1, 2022.

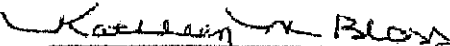
Enacted and Ordained this 19th day of July, 2022.

WITNESS:

BOROUGH OF PAXTANG



Faye A. Clark, Secretary

By 

Kathleen Bloss, Council President

APPROVED this 19th day of July, 2022



Nathan A. Martin, Mayor

ARTICLE B

Fire Protection

Fire Department

Section 10-1051. Fire Department Established and Recognized; Offices of Fire Department.

The Paxtang Fire Company No. 1 is recognized as the Fire Department and the official fire protection unit for the Borough of Paxtang. The Fire Department shall be under the supervision of the Fire Chief and the Assistant Fire Chief, which offices are hereby created, and hereafter the Fire Chief and the Assistant Fire Chief shall be officers of the Borough. (Ord. No. 83, 3/30/1929, Sec. 1)

Note: Section 7 of Ordinance No. 83 repealed all inconsistent ordinances and parts of ordinances.

Section 10-1052. Appointment and Tenure of Fire Chief and Assistant Fire Chief.

The Fire Chief and the Assistant Fire Chief shall be appointed by Council, and each shall serve for and during the term of three (3) years, and until their respective successors shall be appointed by Council. (Ord. No. 83, 3/30/1929, Sec. 2)

Section 10-1053. Procedure for Removal of Officers.

The Fire Chief and the Assistant Fire Chief may be removed from office by Council at any time for what, in Council's opinion, constitutes incompetency or misfeasance in office. (Ord. No. 83, 3/30/1929, Sec. 3)

Section 10-1054. Powers and Duties of Fire Chief.

The Fire Chief shall at all times have full control of the fire trucks and other fire apparatus, and the fire equipment generally, and he shall give general instructions how, when and where to use them in case of fires. He shall direct the attachment of the hose, placing of the engines, the direction of streams and the order of hose to the engines and shall have general supervision of the fire apparatus. He shall have free access thereto at all times for the purpose of inspection, and shall weekly inspect the same, and report to Council the condition thereof at the end of every three (3) months, and oftener whenever the Council shall so direct by resolution. He shall have full power and authority to have the apparatus repaired when necessary, and to purchase such material as he may deem necessary to keep the department in proper condition for service during the intervals between regular meeting of the Council and recess of the Council, provided that any repairs that require the expenditure of more than \$50, he shall report to the Public Safety Committee for approval before the contract is let. He shall render an account every month to Council of the expenditures for the department. He shall submit to Council for their approval, rules and regulations, with proper penalties for

(10-1054, cont'd)

government of said department. (Ord. No. 83, 3/30/1929, Sec. 4)

Section 10-1055. Duties of Assistant Fire Chief; When He May Act as Fire Chief.

The Assistant Fire Chief shall assist the Fire Chief in the performance of his duties and shall act for him in his absence or incapacitation by reason of sickness or otherwise. (Ord. No. 83, 3/30/1929, Sec. 5)

Section 10-1056. Compensation of Fire Chief and Assistant Fire Chief.

Compensation of the Fire Chief and Assistant Fire Chief shall be in such sums as shall be established by resolution of the Borough Council. (Ord. No. 83, 3/30/1929, Sec. 6, as amended by Ord. No. 12/20/1988)

Note: Ord. No. 509 also provided that the ordinance be effective 1/1/1989.

Section 10-1057. Recognized Activities of Members of Fire Company.

In addition to actually fighting fires or while engaged in going to or returning from any fire, the members of the Fire Company recognized by the Borough are authorized to do the following things:

(1) Answer any type of fire alarm or call, whether general alarm, private call or investigation of fire report or emergency call of any type, inside or without the Borough;

(2) Engage in any type of drill, training, ceremonial, practice test or parade when duly called or authorized by a proper officer or officers of the Fire Company;

(3) Engage in fund-raising activities for the Fire Company, when authorized by a proper officer or officers of the Fire Company;

(4) Engage in the performance of any other duty or activity authorized by any officer of the recognized Fire Department.

Note: The purpose of this section is to state authorized activities for Workmen's Compensation purposes, because the courts held that a volunteer fireman is not entitled to Workmen's Compensation for an accident occurring while not actually engaged as such or going to or returning from any fire which he attended unless such duty was previously authorized by the municipality.

Sections 10-1058 through 10-1070 reserved.

(10-1071)

Firemen's Relief

Section 10-1071. Fireman's Relief Association Recognized.

Paxtang Fireman's Relief Association No. 1 is hereby authorized as the Fireman's Relief Association of the Borough of Paxtang, and the State Treasurer of Pennsylvania is authorized to pay the tax collected on premiums from Foreign Fire Insurance Companies direct to the Paxtang Fireman's Relief Association No. 1. (Res. No. 101, 11/24/1930)

MUTUAL AID AGREEMENT

THIS AGREEMENT is made this 29th day of December, of the year 1993, pursuant to the provisions of the Act of November 26, 1978, No. 323, P.I. 1332, 35 Pa.C.S.A. Appendix, 7101 et seq., known as the Emergency Management Services Code, by and between the following political subdivisions: the COUNTY of DAUPHIN; the CITY of HARRISBURG; the BOROUGHS of BERRYSBURG, DAUPHIN, ELIZABETHVILLE, GRATZ, HALIFAX, HIGHSPIRE, HUMMELSTOWN, LYKENS, MIDDLETOWN, MILLERSBURG, PAXTANG, PILLOW, PENBROOK, ROYALTON, STEELTON and WILLIAMSTOWN; and the TOWNSHIPS of CONEWAGO, DERRY, EAST HANOVER, HALIFAX, JACKSON, JEFFERSON, LONDONDERRY, LOWER PAXTON LYKENS, LOWER SWATARA, MIDDLE PAXTON, MIFFLIN, REED, RUSH, SOUTH HANOVER, SUSQUEHANNA, SWATARA, UPPER PAXTON, WASHINGTON, WAYNE, WEST HANOVER, WICONISCO and WILLIAMS.

WHEREAS, Section 7501 of the Emergency Management Services Code directs and authorizes each political subdivision of the Commonwealth to establish a local emergency organization in accordance with the plan and program of the Pennsylvania Emergency Management Agency; and

WHEREAS, Section 7504 of the Emergency Management Services Code directs county and local coordinators of emergency management to develop mutual aid agreements with adjacent political subdivisions for reciprocal emergency assistance; and

WHEREAS, the County of Dauphin and the above-named municipalities located within the County of Dauphin desire to enter into this Mutual Aid Agreement pursuant to the above cited sections of the Emergency Management Services Code; and

WHEREAS, by adoption of an ordinance and mutual execution of this Agreement, the above-named political subdivisions desire and intend to formalize the agreements and arrangements relative to reciprocal emergency assistance by and between said political subdivisions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the political subdivisions mutually agree as follows:

1. When used in this Agreement, the term "political subdivision" shall mean any county, city, borough, township or incorporated town. The term "municipality", when used in this Agreement, shall mean any city, borough, township or incorporated town.
2. Each above-named municipality agrees to furnish emergency services to any other above-named municipality upon request of such other municipality the direction of the County Emergency Management Agency or other organization exercising coordination responsibilities pursuant to the Emergency Management Services Code. The emergency

services may involve the preparation for and the carrying out of functions, other than functions for which military forces are primarily responsible, to prevent, minimize and provide emergency repair of injury and damage resulting from disaster, together with all other activities necessary or incidental to the preparation for the carrying out of these functions. The functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, disaster warning services, communications, radiological shelter, chemical and other special weapons defense, evacuation of persons from stricken areas, emergency welfare services, emergency transportation, emergency resource management, existing or properly assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection.

3. Each municipality authorizes the provision of emergency services by emergency services personnel of other municipalities, if and when or such services are provided pursuant to the exercise of emergency management coordination responsibilities of the County or other organization.
4. This Agreement shall apply to the following circumstances and / or situations:
 - (a) The dispatch of emergency services equipment and / or personnel by one or more municipalities in response to the occurrence or threat of a man-made natural or war-caused disaster;
 - (b) The distribution of materials, supplies, equipment and other forms of aid by and between municipalities;
 - (c) The staffing and equipping of an emergency operations center responsible for coordinating the emergency response activities of one or more municipalities affected by an actual or imminent natural disaster emergency;
 - (d) The dispatch of emergency service equipment, material, and / or personnel by one or more municipalities in response to a declaration of local disaster emergency by one or more municipalities;
 - (e) Response to incidents (actual or imminent) which endanger the health, safety or welfare of the public, which require the use of special equipment, trained personnel or personnel in larger numbers than are locally available in order to reduce, counteract or remove the danger caused by the incident;
 - (f) Participation in exercises, drills or other training activities designed to train personnel to prepare for, cope with or prevent the occurrence of any disaster emergency.
5. It is mutually understood and agreed that the provision and direction of disaster emergency management services is the responsibility of the lowest level of government

- affected. When two or more municipalities within the County are affected, the County Emergency Management Agency shall exercise responsibility for coordination and support to the area of operations.
5. affected. When two or more municipalities within the County are affected, the County Emergency Management Agency shall exercise responsibility for coordination and support to the area of operations.
 6. Any request for aid hereunder shall state the amount and type of equipment or personnel requested, but the amount and type of equipment and number of personnel to be furnished shall be determined by the responding municipality. The responding municipality may, at its discretion, terminate or recall emergency services furnished by it. No municipality shall be held liable to another municipality for failure to supply assistance at the request of the other municipality or entity responsible for coordination of emergency management services.
 7. Personnel of the responding municipality shall report to the officer in charge of the requesting municipality or his designee at the location to which the equipment or personnel are dispatched, but such equipment or personnel shall remain under the operational control of the municipality furnishing the emergency services.
 8. No political subdivision shall be required to pay any charge or compensation to any other political subdivision for services rendered hereunder. Each political subdivision remains liable for the salaries of its personnel in the same manner as if the personnel were assigned to duty in the home political subdivision, even though said personnel are responding to an emergency in another political subdivision.
 9. In the event that the services of a private entity are involved herein, the municipality receiving such services may be required to compensate such entity in such manner as provided for in an agreement between the entity and another municipality for the type of services provided.
 10. Each political subdivision shall maintain workmen's compensation insurance to cover emergency services personnel employed by the political subdivision. If injury or loss occurs under any circumstances to any emergency services employee in a political subdivision other than that of his employer, the employing political subdivision shall be solely liable for payments of all workmen's compensation claims arising from said injury or loss. Each political subdivision hereby warrants in writing to the others that it has conferred with its workmen's compensation insurance carrier and that the provision in this Agreement is lawful and in accordance with the insurance policies for workmen's compensation now held by the respective political subdivision.
 11. Each political subdivision shall maintain adequate general and public liability insurance policies which cover the emergency services activities of the political subdivision when acting pursuant to the terms of this Agreement.
 12. No political subdivision shall present any claim of any nature against any other political subdivision for compensation for any loss, damage, or personal injury or death occurring in consequence of the performance of the services called for in this Agreement.

13. This Agreement supersedes any prior mutual aid agreement between any of the political subdivision that are parties to this Agreement.
14. This Agreement shall become effective for each political subdivision participating herein upon the adoption of an ordinance by the political subdivision providing for the entry into this Agreement. This Agreement shall continue in force and remain binding upon each political subdivision until the governing body of such political subdivision shall take action to withdraw therefrom. Any political subdivision that is party to this Agreement may withdraw upon 90 days written notice to each of the other parties. Upon such event, however, this Agreement shall continue to exist among the remaining parties.

IN WITNESS WHEREOF, the undersigned political subdivisions, by their respective governing bodies, have executed this Mutual Aid Agreement for emergency services the day and year first above written.

COUNTY OF DAUPHIN

Jeffrey J. Hust
Chief Clerk

Russell L. Skroff
County Commissioner

CITY OF HARRISBURG

Jim McLaughlin
Controller

Stephen Reed 6-7-93
Mayor

BERRYSBURG BOROUGH

John J. Schade
Secretary

Randy E. Smith
Council President

DAUPHIN BOROUGH

Jean A. Kuleski
Secretary

Russell E. Enderle
Council President

ELIZABETHVILLE BOROUGH

M. L.
Secretary

Frederick D. Messersmith
Council President

GRATZ BOROUGH

Rodney L. Shade
Secretary

Renee J. Daniel
Council President

HALIFAX BOROUGH

M. E. Bailets
Secretary

Donald Wainell
Council President

HIGHSPIRE BOROUGH

Cynthia K. Montgomery
Secretary

Richard E. Chubb
Council President

HUMMELSTOWN BOROUGH

Muschiopoli
Secretary

Barry E. Melhoffe
Council President

LYKENS BOROUGH

Susan K. Gerat
Secretary

Richard E. Klinger
Council President

MIDDLETOWN BOROUGH

Suzanne H. Sedas
Secretary

Barbara N. Byrne
Council President

MILLERSBURG BOROUGH

Edna Carnell
Secretary

Robert D. Kappeler
Council President

PAXTANG BOROUGH

Bonnie M. Snodgrass
Secretary

Wane E. Mantel
Council President

PILLOW BOROUGH

Carol L. Hoch
Secretary

Joseph E. Reed
Council President

PENBROOK BOROUGH

Edward A. Mott
Secretary

Karen D. Miller
Council President

ROYALTON BOROUGH

Britt F. Young
Secretary

Shel R. Riddle
Council President

STEELTON BOROUGH

Michael H. Mason
Secretary

Michael T. Ryan
Council President

WILLIAMSTOWN BOROUGH

Conroy T. Boyer
Secretary

Richard W. Godegrove
Council President

CONEWAGO TOWNSHIP

Florence E. Matz
Secretary

John W. ...
Supervisor

DERRY TOWNSHIP

David S. ...
Secretary

David J. ...
Supervisor

EAST HANOVER TOWNSHIP

X David S. ...
Secretary

X Leroy S. ...
Supervisor

HALIFAX TOWNSHIP

Betha Fetterhoff
Secretary

Paul E. ...
Supervisor

JACKSON TOWNSHIP

John ...
Secretary

John ...
Supervisor

JEFFERSON TOWNSHIP

Robert L. ...
Secretary

Robert L. ...
Supervisor

LONDONDERRY TOWNSHIP

James A. ...
Secretary

James A. ...
Supervisor

LOWER PAXTON TOWNSHIP

Paul ...
Secretary

Paul ...
Supervisor

LOWER SWATARA TOWNSHIP

Ronald J. Paul
Secretary

Frank D. Lewis
Commissioner

MIDDLE PAXTON TOWNSHIP

John V. Long
Secretary

Richard Pepper
Supervisor

MIFFLIN TOWNSHIP

Barbara D. Straub
Secretary

Howard D. Moore Charnes
Supervisor

REED TOWNSHIP

Margaret J. Ahlby
Secretary

Keith H. Aimey
Supervisor

RUSH TOWNSHIP

Wadee Houtz
Secretary

Janet Skutt
Supervisor

SOUTH HANOVER TOWNSHIP

Edward M. Minnigh
Secretary

Ronald C. W. Wachen
Supervisor

SUSQUEHANNA TOWNSHIP

Paul A. Caykey
Secretary

George H. Slaughter
Commissioners

SWATARA TOWNSHIP

James R. Brokenshire
Secretary

Lithony D. Spuolo
Commissioners

UPPER PAXTON TOWNSHIP

Ronald K. V. Mung
Secretary

Thomas D. Hoff
Supervisor

WASHINGTON TOWNSHIP

Dorothy M. Distnick
Secretary

Kenneth L. Rose
Supervisor

WAYNE TOWNSHIP

Shirley Bladel
Secretary

Gary E. Miller
Supervisor

WEST HANOVER TOWNSHIP

Bonnie S. Smoker
Secretary

Donald P. Therman
Supervisor

WICONISCO TOWNSHIP

Ernie E. Reed
Secretary

John H. Coler
Supervisor

WILLIAMS TOWNSHIP

John A. Sweetest
Secretary

Martin W. Ramsey
Supervisor

LYKENS TOWNSHIP

Gene M. Deppen
Secretary

Ray J. Deppen Jr
Supervisor



Joshua D. Bonn
Partner

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April 11, 2024

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

City of Harrisburg
10 N. 2nd Street, Suite 305
Harrisburg, PA 17101

RE: Paxtang Fire Company No. 1 – Mutual Aid

Dear Council,

It has come to the attention of Paxtang Borough Council that your municipality may be utilizing the independent Paxtang Fire Company No. 1 (“Fire Company”) for mutual aid fire protection services.

Effective August 1, 2022, Paxtang Borough designated Swatara Fire and Rescue as the official fire protection service provider for Paxtang Borough in place of the Fire Company. Swatara Fire and Rescue is fulfilling Paxtang Borough’s obligations under the attached mutual aid agreement. The Fire Company continues to operate out of the Paxtang Borough Municipal Building for the purpose of providing mutual aid independent of Paxtang Borough.

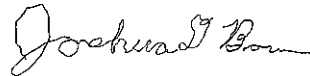
In January 2023, Swatara Township and several other municipalities removed the Fire Company from their box cards, in response to the Fire Company’s failure to adequately address the safety and legal issues arising from the arrest of the Fire Company’s then-Chief for a felony theft charge. This effectively bars the Fire Company from providing mutual aid in those municipalities.

In March 2023, Paxtang Borough filed legal action in the Dauphin County Court of Common Pleas to eject the Fire Company from Borough Property. As of the date of this letter, the legal action remains pending. During a settlement conference in March 2024, the Fire Company executed an Indefinite Facilities Use Agreement, but it has yet to provide a certificate of insurance deemed sufficient by Paxtang Borough and its insurer to indemnify Paxtang Borough from claims arising out of the Fire Company’s occupation of Paxtang Borough’s property for the purpose of providing mutual aid.

City of Harrisburg
April 11, 2024
Page 2

Due to the above circumstances, in the event a claim arises against Paxtang Borough as a result of the Fire Company's provision of mutual aid to your municipality, you are on notice that Paxtang Borough will seek indemnification and contribution from your municipality pursuant to the terms of the mutual aid agreement and/or common law.

Very truly yours,

A handwritten signature in cursive script that reads "Joshua D. Bonn". The signature is written in black ink and is positioned above the printed name.

Joshua D. Bonn

JDB:ino
Enclosure



Joshua D. Bonn
Partner

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jbonn@cohenseglias.com
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May 2, 2024

VIA CERTIFIED MAIL - RETURN RECEIPT REQUESTED

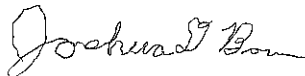
City of Harrisburg
10 N. 2nd Street, Suite 305
Harrisburg, PA 17101

RE: Paxtang Fire Company No. 1 – Mutual Aid

Dear Council,

This letter is provided in follow up to our letter of April 11, 2024. Since our previous letter, the Paxtang Fire Company No.1 has provided a Certificate of Insurance as required by the Facilities Use Agreement. The Borough's position remains, in the event a claim arises against Paxtang Borough, as a result of the fire company's provision of mutual aid to your municipality, you are on notice that Paxtang Borough will seek indemnification and contribution from your municipality pursuant to the terms of the mutual aid agreement and/or common law.

Very truly yours,



Joshua D. Bonn

JDB:ino