

TOWNSHIP OF MOUNT JOY
Lancaster County, Pennsylvania

ORDINANCE NO. LII

AN ORDINANCE OF THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF MOUNT JOY AUTHORIZING AND APPROVING AN AGREEMENT BETWEEN THIS TOWNSHIP AND THE ELIZABETHTOWN AREA SCHOOL DISTRICT, THE TOWNSHIP OF WEST DONEGAL, THE TOWNSHIP OF CONOY AND THE BOROUGH OF ELIZABETHTOWN WITH RESPECT TO THE JOINT ADMINISTRATION OF A RECREATION PROGRAM, WHICH AGREEMENT SETS FORTH APPROPRIATE AND NECESSARY COVENANTS AND AGREEMENTS OF SAID PARTIES; AUTHORIZING AND DIRECTING EXECUTION, ATTESTATION AND DELIVERY OF SAID AGREEMENT IN BEHALF OF THIS TOWNSHIP; AND AUTHORIZING AND DIRECTING OTHER NECESSARY AND PROPER ACTION.

The Board of Supervisors of the Township of Mount Joy, Lancaster County, Pennsylvania (the "Township"), enacts and ordains as follows:

SECTION 1. This Township shall enter into an Agreement (the "Agreement") with the Elizabethtown Area School District (the "School District"), the Township of West Donegal, the Township of Conoy and the Borough of Elizabethtown, all of which said parties are hereinafter collectively called the "Participating Municipalities", with respect, inter alia, to the joint administration of a recreation program, which Agreement sets forth appropriate and necessary covenants and agreements of the respective parties hereto. The Agreement shall be substantially in the form presented to this meeting, which Agreement and the form thereof is approved.

SECTION 2. A copy of the Agreement, in the form so presented in this meeting and so approved, shall be filed with the Secretary of this Township and shall be made available for inspection at reasonable times by interested persons requesting such inspection.

SECTION 3. In accordance with Act No. 180 of 1972, 53 P.S. §481 et seq., it is hereby specified that:

(a) The conditions of the Agreement are that the participating municipalities will jointly administer, supervise and finance a recreation program by the establishment of a Recreation Commission in accordance with all applicable laws.

(b) The Agreement will commence on January 1, 1980, and will continue in effect until December 31, 1980, and annually thereafter unless cancelled by any party giving notice in writing to the other parties not later than ten months before the end of the then current term.

(c) The purpose and objectives of the Agreement are to provide adequately supervised community recreation services and facilities in any portion of the School District through the joint efforts rather than by the separate efforts of each party, to prevent duplication of effort and waste of finances in order to promote a successful program of community recreation, and to mobilize community resources to effectively meet the present and future recreation needs.

(d) The Agreement will be financed by a pledge from the participating municipalities of the monies collected from the full 1/2% tax on the transfer of real property authorized by Act 511, known as The Local Tax Enabling Act, which the political subdivisions within the School

District have claimed or have the right to claim. The political subdivisions within the School District will enact an ordinance to levy and collect their share of the real estate transfer tax; however, in the event they do not, the School District shall collect a full 1% tax in those political subdivisions not levying the tax and will transfer one-half of this amount to the Recreation Commission.

(e) The Agreement establishes a Recreation Commission to govern the administration of the recreation program. The Recreation Commission shall consist of voting members to be appointed for a two year term. Two members shall be appointed by the School District, and two members shall be appointed by the governing body of each of the other Participating Municipalities. Original appointments shall be staggered in such a manner that at least one term expires annually.

All personnel shall be employees of the Recreation Commission and shall be paid by the Commission unless other arrangements are made by contract.

(f) The property, buildings and equipment of the parties to the Agreement shall be available for use by the Recreation Commission when there is no conflict with the use of said facilities by any of the parties hereto.

(g) The Recreation Commission will be required to accumulate a financial reserve due to the fluctuation in the amount of the real estate transfer tax collected from year to year. When a reserve of Fifty (50%) percent of a particular year's contributions of the political subdivisions has been accumulated, the Recreation Commission shall refund or pay to the general funds of the political subdivisions in the month of December any excess funds collected from the real estate transfer tax

in the ratio in which they were received for that budget year.

SECTION 4. The Chairman or Vice Chairman of the Board of Supervisors and the Secretary or the Assistant Secretary of this Township, as applicable, are authorized and directed to execute, to attest and to deliver the Agreement, in behalf of this Township, in the form so approved.

SECTION 5. Proper officers of this Township are authorized and directed to execute all documents and to do all other acts that may be necessary and proper to carry out this Ordinance and the undertakings of this Township in the Agreement.

SECTION 6. This Ordinance shall be effective as provided by law.

SECTION 7. In the event any provision, section, sentence, clause or part of this Ordinance shall be held to be invalid, such invalidity shall not affect or impair any remaining provision, section, sentence, clause or part of this Ordinance, it being the intent of this Township that such remainder of this Ordinance shall be and shall remain in full force and effect.

SECTION 8. All ordinances and parts of ordinances inconsistent herewith shall be and the same expressly are repealed.

DULY ENACTED AND ORDAINED, this 13th day of March,
1980, by the Board of Supervisors of the Township of Mount Joy,
Lancaster County, Pennsylvania, in lawful session duly assembled.

TOWNSHIP OF MOUNT JOY,
Lancaster County, Pennsylvania

By: Sherrill L Kayler
Chairman

ATTEST:

Richard E Fournier
Secretary

(SEAL)

